

Washington, D.C. Telecommunications and Computing Services RFP W6-01687-A3

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. W6-01687-A3		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED May 23, 1997	
7. ISSUED BY Carried/Courier Address		CODE (Hand)		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency BID/PROPOSAL ROOM, 3rd Floor 499 South Capitol Street, SW Washington, DC 20003				Environmental Protection Agency BID/PROPOSAL ROOM (3803F) 401 M Street, S.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depositoryuntil 1:00 PM local time JUNE 24, 1997.
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	<u> </u> CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711	CODE:
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064

33-134

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA

FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
(EPAAR 1552.216-73) (APR 1984)

** Rates for Functional Experts will be negotiated on a case-by-case basis and applicable costs will be charged as Other Direct Costs.

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE PERIOD: Date of Award through December 31, 1998

<u>CLIN</u>	<u>CLIN DESCRIPTION</u>	<u>S.O.W. REF.</u>	<u>MAXI- MUM HOURS</u>	<u>FULLY- LOADED HOURLY RATE (\$)</u>	<u>TOTAL (\$)</u>
1010	Program Manager	C.2.6.1	2,080		
1020	Technical Manager - Level 1	C.2.6.2	19,953		
1030	Technical Manager - Level 2	C.2.6.2	3,594		
1040	Technical Manager - Level 3	C.2.6.2	3,488		
1050	Technical Manager - Level 4	C.2.6.2	1,985		
1060	Functional Expert**	C.2.6.3			
1070	Database Specialist - Level 1	C.2.6.4	2,080		
1080	Database Specialist - Level 2	C.2.6.4	2,080		
1090	Database Specialist - Level 3	C.2.6.4	2,052		
1100	Database Specialist - Level 4	C.2.6.4	588		
1110	Scientific Application Programmer/ Analyst - Level 1	C.2.6.5	2,080		
1120	Scientific Application Programmer/ Analyst - Level 2	C.2.6.5	2,080		
1130	Scientific Application Programmer/ Analyst - Level 3	C.2.6.5	2,080		
1140	Scientific Application Programmer/ Analyst - Level 4	C.2.6.5	2,080		
1150	Application Programmer/ Analyst Level 1	C.2.6.6	2,080		
1160	Application Programmer/ Analyst Level 2	C.2.6.6	3,564		
1170	Application Programmer/ Analyst Level 3	C.2.6.6	1,952		
1180	Application Programmer/ Analyst Level 4	C.2.6.6	5,458		

1190	Systems Programmer/ Analyst - Level 1	C.2.6.7	2,080
1200	Systems Programmer/ Analyst - Level 2	C.2.6.7	2,080
1210	Systems Programmer/ Analyst - Level 3	C.2.6.7	2,080
1220	Systems Programmer/ Analyst - Level 4	C.2.6.7	2,080
1230	Systems Specialist - Level 1	C.2.6.8	11,538
1240	Systems Specialist - Level 2	C.2.6.8	145,698
1250	Systems Specialist - Level 3	C.2.6.8	180,048
1260	Systems Specialist - Level 4	C.2.6.8	59,208
1270	Computer/Network Consultant - Level 1	C.2.6.9	13,509
1280	Computer/Network Consultant - Level 2	C.2.6.9	19,525
1290	Computer/Network Consultant - Level 3	C.2.6.9	2,080
1300	Computer/Network Consultant - Level 4	C.2.6.9	627
1310	Network Technician/ Engineer - Level 1	C.2.6.10	2,080
1320	Network Technician/ Engineer - Level 2	C.2.6.10	3,732
1330	Network Technician/ Engineer - Level 3	C.2.6.10	5,097
1340	Network Technician/ Engineer - Level 4	C.2.6.10	2,080
1350	Computer Operations Specialist - Level 1	C.2.6.11	4,078
1360	Computer Operations Specialist - Level 2	C.2.6.11	3,802
1370	Computer Operations Specialist - Level 3	C.2.6.11	8,426
1380	Computer Operations Specialist - Level 4	C.2.6.11	12,504
1390	Administration Specialist - Level 1	C.2.6.12	2,594
1400	Administration Specialist - Level 2	C.2.6.12	25,058
1410	Administration Specialist - Level 3	C.2.6.12	7,258
1420	Administration Specialist - Level 4	C.2.6.12	3,864
1430	Administration Specialist - Level 5	C.2.6.12	2,446
1440	Technical Specialist - Level 1	C.2.6.13	2,080
1450	Technical Specialist - Level 2	C.2.6.13	23,395
1460	Technical Specialist - Level 3	C.2.6.13	26,626
1470	Technical Specialist - Level 4	C.2.6.13	168
1480	Technical Specialist - Level 5	C.2.6.13	736
1490	Publications/Graphics Specialist - Level 1	C.2.6.14	2,080
1500	Publications/Graphics Specialist - Level 2	C.2.6.14	238
1510	Publications/Graphics Specialist - Level 3	C.2.6.14	2,088
1520	Publications/Graphics Specialist - Level 4	C.2.6.14	2,080
1530	Telecommunications Analyst - Level 1	C.2.6.15	2,080
1540	Telecommunications Analyst - Level 2	C.2.6.15	2,080
1550	Telecommunications Analyst - Level 3	C.2.6.15	5,440
1560	Telecommunications Analyst - Level 4	C.2.6.15	5,600
1570	Telecommunications Management Analyst - Level 1	C.2.6.16	7,680

1580	Telecommunications Management Analyst - Level 2	C.2.6.16	17,120
1590	Telecommunications Management Analyst - Level 3	C.2.6.16	2,080
1600	Telecommunications Management Analyst - Level 4	C.2.6.16	3,840
1610	Telecommunications Engineer - Level 1	C.2.6.17	2,080
1620	Telecommunications Engineer - Level 2	C.2.6.17	2,080
1630	Telecommunications Engineer - Level 3	C.2.6.17	2,080
1640	Telecommunications Engineer - Level 4	C.2.6.17	1,920
1650	Telecommunications Installation and Maintenance Technician - Level 1	C.2.6.18	2,080
1660	Telecommunications Installation and Maintenance Technician - Level 2	C.2.6.18	2,080
1670	Telecommunications Installation and Maintenance Technician - Level 3	C.2.6.18	15,040
1680	Telecommunications Installation and Maintenance Technician - Level 4	C.2.6.18	7,200
1690	Telecommunications Customer Service Representative - Level 1	C.2.6.19	2,080
1700	Telecommunications Customer Service Representative - Level 2	C.2.6.19	2,080
1710	Telecommunications Customer Service Representative - Level 3	C.2.6.19	12,960
1720	Telecommunications Customer Service Representative - Level 4	C.2.6.19	2,080

TOTAL HOURS (BASE PERIOD) 739,937

OTHER

1730	Other Direct Costs (ODCs):	
	a) Travel	\$ 425,000
	b) Training	375,000
	c) ADP Equipment	500,000
	d) ADP Maintenance	1,000,000
	e) ADP Software	1,500,000
	f) Telecommunications	750,000
	g) Supplies & Materials	2,000,000
	h) Facilities (rent & utilities)	1,600,000
	i) Outside Services	750,000
	j) Miscellaneous	400,000

ODCs FOR THE BASE PERIOD ONLY

k) Hardware/Software Tools	100,000
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l) Recruitment/Relocation	1,000,000
m) Special facilities/equipment	500,000
n) Phase in	1,000,000

TOTAL ODCs	\$11,900,000
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1740 G&A

1750 Indirect Costs

TOTAL BASE PERIOD:

** Rates for Functional Experts will be negotiated on a case-by-case basis and applicable costs will be charged as Other Direct Costs.

OPTION PERIOD 1: January 1,1999 through December 31, 1999

<u>CLIN</u>	<u>CLIN DESCRIPTION</u>	<u>S.O.W.</u> <u>REF.</u>	<u>MAXI-</u> <u>MUM</u> <u>HOURS</u>	<u>FULLY-</u> <u>LOADED</u> <u>HOURLY</u> <u>RATE (\$)</u>	<u>TOTAL (\$)</u>
2010	Program Manager	C.2.6.1	2,080		
2020	Technical Manager - Level 1	C.2.6.2	21,948		
2030	Technical Manager - Level 2	C.2.6.2	3,953		
2040	Technical Manager - Level 3	C.2.6.2	4,045		
2050	Technical Manager - Level 4	C.2.6.2	2,183		
2060	Functional Expert**	C.2.6.3			
2070	Database Specialist - Level 1	C.2.6.4	2,080		
2080	Database Specialist - Level 2	C.2.6.4	2,080		
2090	Database Specialist - Level 3	C.2.6.4	2,257		
2100	Database Specialist - Level 4	C.2.6.4	647		
2110	Scientific Application Programmer/ Analyst - Level 1	C.2.6.5	2,080		
2120	Scientific Application Programmer/ Analyst - Level 2	C.2.6.5	2,080		
2130	Scientific Application Programmer/ Analyst - Level 3	C.2.6.5	2,080		
2140	Scientific Application Programmer/ Analyst - Level 4	C.2.6.5	2,080		
2150	Application Programmer/ Analyst Level 1	C.2.6.6	2,080		
2160	Application Programmer/ Analyst Level 2	C.2.6.6	3,920		
2170	Application Programmer/ Analyst Level 3	C.2.6.6	2,147		
2180	Application Programmer/ Analyst Level 4	C.2.6.6	6,004		

2190	Systems Programmer/ Analyst - Level 1	C.2.6.7	2,080
2200	Systems Programmer/ Analyst - Level 2	C.2.6.7	2,080
2210	Systems Programmer/ Analyst - Level 3	C.2.6.7	2,080
2220	Systems Programmer/ Analyst - Level 4	C.2.6.7	2,080
2230	Systems Specialist - Level 1	C.2.6.8	12,692
2240	Systems Specialist - Level 2	C.2.6.8	161,308
2250	Systems Specialist - Level 3	C.2.6.8	198,885
2260	Systems Specialist - Level 4	C.2.6.8	65,128
2270	Computer/Network Consultant - Level 1	C.2.6.9	15,277
2280	Computer/Network Consultant - Level 2	C.2.6.9	21,685
2290	Computer/Network Consultant - Level 3	C.2.6.9	2,080
2300	Computer/Network Consultant - Level 4	C.2.6.9	690
2310	Network Technician/ Engineer - Level 1	C.2.6.10	2,080
2320	Network Technician/ Engineer - Level 2	C.2.6.10	4,313
2330	Network Technician/ Engineer - Level 3	C.2.6.10	5,815
2340	Network Technician/ Engineer - Level 4	C.2.6.10	2,080
2350	Computer Operations Specialist - Level 1	C.2.6.11	4,486
2360	Computer Operations Specialist - Level 2	C.2.6.11	4,182
2370	Computer Operations Specialist - Level 3	C.2.6.11	9,269
2380	Computer Operations Specialist - Level 4	C.2.6.11	13,754
2390	Administration Specialist - Level 1	C.2.6.12	2,854
2400	Administration Specialist - Level 2	C.2.6.12	27,564
2410	Administration Specialist - Level 3	C.2.6.12	7,984
2420	Administration Specialist - Level 4	C.2.6.12	4,250
2430	Administration Specialist - Level 5	C.2.6.12	2,691
2440	Technical Specialist - Level 1	C.2.6.13	2,080
2450	Technical Specialist - Level 2	C.2.6.13	25,942
2460	Technical Specialist - Level 3	C.2.6.13	29,289
2470	Technical Specialist - Level 4	C.2.6.13	185
2480	Technical Specialist - Level 5	C.2.6.13	810
2490	Publications/Graphics Specialist - Level 1	C.2.6.14	2,080
2500	Publications/Graphics Specialist - Level 2	C.2.6.14	262
2510	Publications/Graphics Specialist - Level 3	C.2.6.14	2,297
2520	Publications/Graphics Specialist - Level 4	C.2.6.14	2,080
2530	Telecommunications Analyst - Level 1	C.2.6.15	2,080
2540	Telecommunications Analyst - Level 2	C.2.6.15	2,080
2550	Telecommunications Analyst - Level 3	C.2.6.15	6,400
2560	Telecommunications Analyst - Level 4	C.2.6.15	6,368
2570	Telecommunications Management Analyst - Level 1	C.2.6.16	8,448

2580	Telecommunications Management Analyst - C.2.6.16 Level 2	19,040
2590	Telecommunications Management Analyst - C.2.6.16 Level 3	2,080
2600	Telecommunications Management Analyst - C.2.6.16 Level 4	4,224
2610	Telecommunications Engineer - Level 1 C.2.6.17	2,080
2620	Telecommunications Engineer - Level 2 C.2.6.17	2,080
2630	Telecommunications Engineer - Level 3 C.2.6.17	2,080
2640	Telecommunications Engineer - Level 4 C.2.6.17	2,112
2650	Telecommunications Installation and Maintenance Technician - Level 1 C.2.6.18	2,080
2660	Telecommunications Installation and Maintenance Technician - Level 2 C.2.6.18	2,080
2670	Telecommunications Installation and Maintenance Technician - Level 3 C.2.6.18	16,960
2680	Telecommunications Installation and Maintenance Technician - Level 4 C.2.6.18	8,544
2690	Telecommunications Customer Service Representative - Level 1 C.2.6.19	2,080
2700	Telecommunications Customer Service Representative - Level 2 C.2.6.19	2,080
2710	Telecommunications Customer Service Representative - Level 3 C.2.6.19	14,880
2720	Telecommunications Customer Service Representative - Level 4 C.2.6.19	2,080

TOTAL HOURS (OPTION PERIOD 1) 813,932

OTHER

2730	Other Direct Costs (ODCs)	
	a) Travel	\$ 467,500
	b) Training	412,500
	c) ADP Equipment	550,000
	d) ADP Maintenance	1,100,000
	e) ADP Software	1,650,000
	f) Telecommunications	825,000
	g) Supplies & Materials	2,200,000
	h) Facilities (rent & utilities)	1,760,000
	i) Outside Services	825,000
	j) Miscellaneous	440,000

TOTAL ODCs \$ 10,230,000

2740 G&A

2750 Indirect Costs

TOTAL OPTION PERIOD 1

** Rates for Functional Experts will be negotiated on a case-by-case basis and applicable costs will be charged as Other Direct Costs.

OPTION PERIOD 2: January 1, 2000 through December 31, 2000

<u>CLIN</u>	<u>CLIN DESCRIPTION</u>	<u>S.O.W. REF.</u>	<u>MAXI- MUM HOURS</u>	<u>FULLY- LOADED HOURLY RATE (\$)</u>	<u>TOTAL (\$)</u>
3010	Program Manager	C.2.6.1	2,080		
3020	Technical Manager - Level 1	C.2.6.2	24,143		
3030	Technical Manager - Level 2	C.2.6.2	4,349		
3040	Technical Manager - Level 3	C.2.6.2	4,657		
3050	Technical Manager - Level 4	C.2.6.2	2,402		
3060	Functional Expert**	C.2.6.3			
3070	Database Specialist - Level 1	C.2.6.4	2,080		
3080	Database Specialist - Level 2	C.2.6.4	2,080		
3090	Database Specialist - Level 3	C.2.6.4	2,483		
3100	Database Specialist - Level 4	C.2.6.4	712		
3110	Scientific Application Programmer/ Analyst - Level 1	C.2.6.5	2,080		
3120	Scientific Application Programmer/ Analyst - Level 2	C.2.6.5	2,080		
3130	Scientific Application Programmer/ Analyst - Level 3	C.2.6.5	2,080		
3140	Scientific Application Programmer/ Analyst - Level 4	C.2.6.5	2,080		
3150	Application Programmer/ Analyst Level 1	C.2.6.6	2,080		
3160	Application Programmer/ Analyst Level 2	C.2.6.6	4,312		
3170	Application Programmer/ Analyst Level 3	C.2.6.6	2,362		
3180	Application Programmer/ Analyst Level 4	C.2.6.6	6,604		
3190	Systems Programmer/ Analyst - Level 1	C.2.6.7	2,080		
3200	Systems Programmer/ Analyst - Level 2	C.2.6.7	2,080		
3210	Systems Programmer/ Analyst - Level 3	C.2.6.7	2,080		
3220	Systems Programmer/ Analyst - Level 4	C.2.6.7	2,080		
3230	Systems Specialist - Level 1	C.2.6.8	13,961		
3240	Systems Specialist - Level 2	C.2.6.8	178,479		
3250	Systems Specialist - Level 3	C.2.6.8	219,605		
3260	Systems Specialist - Level 4	C.2.6.8	71,641		
3270	Computer/Network Consultant - Level 1	C.2.6.9	17,221		

3280	Computer/Network Consultant - Level 2	C.2.6.9	24,062
3290	Computer/Network Consultant - Level 3	C.2.6.9	2,080
3300	Computer/Network Consultant - Level 4	C.2.6.9	759
3310	Network Technician/ Engineer - Level 1	C.2.6.10	2,080
3320	Network Technician/ Engineer - Level 2	C.2.6.10	4,953
3330	Network Technician/ Engineer - Level 3	C.2.6.10	6,605
3340	Network Technician/ Engineer - Level 4	C.2.6.10	2,080
3350	Computer Operations Specialist - Level 1	C.2.6.11	4,935
3360	Computer Operations Specialist - Level 2	C.2.6.11	4,600
3370	Computer Operations Specialist - Level 3	C.2.6.11	10,196
3380	Computer Operations Specialist - Level 4	C.2.6.11	15,129
3390	Administration Specialist - Level 1	C.2.6.12	3,139
3400	Administration Specialist - Level 2	C.2.6.12	30,321
3410	Administration Specialist - Level 3	C.2.6.12	8,783
3420	Administration Specialist - Level 4	C.2.6.12	4,675
3430	Administration Specialist - Level 5	C.2.6.12	2,960
3440	Technical Specialist - Level 1	C.2.6.13	2,080
3450	Technical Specialist - Level 2	C.2.6.13	28,745
3460	Technical Specialist - Level 3	C.2.6.13	32,218
3470	Technical Specialist - Level 4	C.2.6.13	204
3480	Technical Specialist - Level 5	C.2.6.13	891
3490	Publications/Graphics Specialist - Level 1	C.2.6.14	2,080
3500	Publications/Graphics Specialist - Level 2	C.2.6.14	288
3510	Publications/Graphics Specialist - Level 3	C.2.6.14	2,527
3520	Publications/Graphics Specialist - Level 4	C.2.6.14	2,080
3530	Telecommunications Analyst - Level 1	C.2.6.15	2,080
3540	Telecommunications Analyst - Level 2	C.2.6.15	2,080
3550	Telecommunications Analyst - Level 3	C.2.6.15	7,456
3560	Telecommunications Analyst - Level 4	C.2.6.15	7,213
3570	Telecommunications Management Analyst - Level 1	C.2.6.16	9,293
3580	Telecommunications Management Analyst - Level 2	C.2.6.16	21,152
3590	Telecommunications Management Analyst - Level 3	C.2.6.16	2,080
3600	Telecommunications Management Analyst - Level 4	C.2.6.16	4,646
3610	Telecommunications Engineer - Level 1	C.2.6.17	2,080
3620	Telecommunications Engineer - Level 2	C.2.6.17	2,080
3630	Telecommunications Engineer - Level 3	C.2.6.17	2,080
3640	Telecommunications Engineer - Level 4	C.2.6.17	2,323

3650	Telecommunications Installation and Maintenance Technician - Level 1	C.2.6.18	2,080
3660	Telecommunications Installation and Maintenance Technician - Level 2	C.2.6.18	2,080
3670	Telecommunications Installation and Maintenance Technician - Level 3	C.2.6.18	19,072
3680	Telecommunications Installation and Maintenance Technician - Level 4	C.2.6.18	10,022
3690	Telecommunications Customer Service Representative - Level 1	C.2.6.19	2,080
3700	Telecommunications Customer Service Representative - Level 2	C.2.6.19	2,080
3710	Telecommunications Customer Service Representative - Level 3	C.2.6.19	16,992
3720	Telecommunications Customer Service Representative - Level 4	C.2.6.19	2,080

TOTAL HOURS (OPTION PERIOD 2) 895,330

OTHER

3730	Other Direct Costs (ODCs)	
	a) Travel	\$ 514,250
	b) Training	453,750
	c) ADP Equipment	605,000
	d) ADP Maintenance	1,210,000
	e) ADP Software	1,815,000
	f) Telecommunications	907,500
	g) Supplies and Materials	2,420,000
	h) Facilities (rent & utilities)	1,936,000
	i) Outside Services	907,500
	j) Miscellaneous	484,000
	TOTAL ODCs	\$ 11,253,000

3740 G&A

3750 Indirect Costs

TOTAL OPTION PERIOD 2:

** Rates for Functional Experts will be negotiated on a case-by-case basis and applicable costs will be charged as Other Direct Costs.

OPTION PERIOD 3: January 1, 2001 through December 31, 2001

<u>CLIN</u>	<u>CLIN DESCRIPTION</u>	<u>S.O.W. REF.</u>	<u>MAXI- MUM HOURS</u>	<u>FULLY- LOADED HOURLY RATE (\$)</u>	<u>TOTAL (\$)</u>
4010	Program Manager	C.2.6.1	2,080		
4020	Technical Manager - Level 1	C.2.6.2	26,558		
4030	Technical Manager - Level 2	C.2.6.2	4,784		
4040	Technical Manager - Level 3	C.2.6.2	5,330		
4050	Technical Manager - Level 4	C.2.6.2	2,642		
4060	Functional Expert**	C.2.6.3			
4070	Database Specialist - Level 1	C.2.6.4	2,080		
4080	Database Specialist - Level 2	C.2.6.4	2,080		
4090	Database Specialist - Level 3	C.2.6.4	2,731		
4100	Database Specialist - Level 4	C.2.6.4	783		
4110	Scientific Application Programmer/ Analyst - Level 1	C.2.6.5	2,080		
4120	Scientific Application Programmer/ Analyst - Level 2	C.2.6.5	2,080		
4130	Scientific Application Programmer/ Analyst - Level 3	C.2.6.5	2,080		
4140	Scientific Application Programmer/ Analyst - Level 4	C.2.6.5	2,080		
4150	Application Programmer/ Analyst Level 1	C.2.6.6	2,080		
4160	Application Programmer/ Analyst Level 2	C.2.6.6	4,743		
4170	Application Programmer/ Analyst Level 3	C.2.6.6	2,598		
4180	Application Programmer/ Analyst Level 4	C.2.6.6	7,265		
4190	Systems Programmer/ Analyst - Level 1	C.2.6.7	2,080		
4200	Systems Programmer/ Analyst - Level 2	C.2.6.7	2,080		
4210	Systems Programmer/ Analyst - Level 3	C.2.6.7	2,080		
4220	Systems Programmer/ Analyst - Level 4	C.2.6.7	2,080		
4230	Systems Specialist - Level 1	C.2.6.8	15,357		
4240	Systems Specialist - Level 2	C.2.6.8	197,367		
4250	Systems Specialist - Level 3	C.2.6.8	242,398		
4260	Systems Specialist - Level 4	C.2.6.8	78,805		
4270	Computer/Network Consultant - Level 1	C.2.6.9	19,359		
4280	Computer/Network Consultant - Level 2	C.2.6.9	26,676		
4290	Computer/Network Consultant - Level 3	C.2.6.9	2,080		
4300	Computer/Network Consultant - Level 4	C.2.6.9	835		
4310	Network Technician/ Engineer - Level 1	C.2.6.10	2,080		
4320	Network Technician/ Engineer - Level 2	C.2.6.10	5,656		

4330	Network Technician/ Engineer - Level 3	C.2.6.10	7,473
4340	Network Technician/ Engineer - Level 4	C.2.6.10	2,080
4350	Computer Operations Specialist - Level 1	C.2.6.11	5,429
4360	Computer Operations Specialist - Level 2	C.2.6.11	5,060
4370	Computer Operations Specialist - Level 3	C.2.6.11	11,216
4380	Computer Operations Specialist - Level 4	C.2.6.11	16,642
4390	Administration Specialist - Level 1	C.2.6.12	3,453
4400	Administration Specialist - Level 2	C.2.6.12	33,353
4410	Administration Specialist - Level 3	C.2.6.12	9,661
4420	Administration Specialist - Level 4	C.2.6.12	5,143
4430	Administration Specialist - Level 5	C.2.6.12	3,256
4440	Technical Specialist - Level 1	C.2.6.13	2,080
4450	Technical Specialist - Level 2	C.2.6.13	31,827
4460	Technical Specialist - Level 3	C.2.6.13	35,441
4470	Technical Specialist - Level 4	C.2.6.13	225
4480	Technical Specialist - Level 5	C.2.6.13	980
4490	Publications/Graphics Specialist - Level 1	C.2.6.14	2,080
4500	Publications/Graphics Specialist - Level 2	C.2.6.14	317
4510	Publications/Graphics Specialist - Level 3	C.2.6.14	2,780
4520	Publications/Graphics Specialist - Level 4	C.2.6.14	2,080
4530	Telecommunications Analyst - Level 1	C.2.6.15	2,080
4540	Telecommunications Analyst - Level 2	C.2.6.15	2,080
4550	Telecommunications Analyst - Level 3	C.2.6.15	8,618
4560	Telecommunications Analyst - Level 4	C.2.6.15	8,142
4570	Telecommunications Management Analyst - Level 1	C.2.6.16	10,222
4580	Telecommunications Management Analyst - Level 2	C.2.6.16	23,476
4590	Telecommunications Management Analyst - Level 3	C.2.6.16	2,080
4600	Telecommunications Management Analyst - Level 4	C.2.6.16	5,111
4610	Telecommunications Engineer - Level 1	C.2.6.17	2,080
4620	Telecommunications Engineer - Level 2	C.2.6.17	2,080
4630	Telecommunications Engineer - Level 3	C.2.6.17	2,080
4640	Telecommunications Engineer - Level 4	C.2.6.17	2,555
4650	Telecommunications Installation and Maintenance Technician - Level 1	C.2.6.18	2,080
4660	Telecommunications Installation and Maintenance Technician - Level 2	C.2.6.18	2,080
4670	Telecommunications Installation and Maintenance Technician - Level 3	C.2.6.18	21,395

4680	Telecommunications Installation and Maintenance Technician - Level 4	C.2.6.18	11,648
4690	Telecommunications Customer Service Representative - Level 1	C.2.6.19	2,080
4700	Telecommunications Customer Service Representative - Level 2	C.2.6.19	2,080
4710	Telecommunications Customer Service Representative - Level 3	C.2.6.19	19,316
4720	Telecommunications Customer Service Representative - Level 4	C.2.6.19	2,080

TOTAL HOURS (OPTION PERIOD 3) 984,866

OTHER

4730	Other Direct Costs (ODCs)		
	a) Travel	\$	565,675
	b) Training		499,125
	c) ADP Equipment		665,500
	d) ADP Maintenance		1,331,000
	e) ADP Software		1,996,500
	f) Telecommunications		998,250
	g) Supplies & Materials		2,662,000
	h) Facilities (rent & utilities)		2,129,600
	i) Outside Services		998,250
	j) Miscellaneous		532,400
	TOTAL ODCs	\$	12,378,300

4740 G&A

4750 Indirect Costs

TOTAL OPTION PERIOD 3:

** Rates for Functional Experts will be negotiated on a case-by-case basis and applicable costs will be charged as Other Direct Costs.

OPTION PERIOD 4: January 1, 2002 through Sixty Months after Date of Award

<u>CLIN</u>	<u>CLIN DESCRIPTION</u>	<u>S.O.W. REF.</u>	<u>MAXI-MUM HOURS</u>	<u>FULLY-LOADED HOURLY RATE (\$)</u>	<u>TOTAL (\$)</u>
5010	Program Manager	C.2.6.1	2,080		
5020	Technical Manager - Level 1	C.2.6.2	29,215		
5030	Technical Manager - Level 2	C.2.6.2	5,262		
5040	Technical Manager - Level 3	C.2.6.2	6,072		

5050	Technical Manager - Level 4	C.2.6.2	2,907
5060	Functional Expert**	C.2.6.3	
5070	Database Specialist - Level 1	C.2.6.4	2,080
5080	Database Specialist - Level 2	C.2.6.4	2,080
5090	Database Specialist - Level 3	C.2.6.4	3,004
5100	Database Specialist - Level 4	C.2.6.4	861
5110	Scientific Application Programmer/ Analyst - Level 1	C.2.6.5	2,080
5120	Scientific Application Programmer/ Analyst - Level 2	C.2.6.5	2,080
5130	Scientific Application Programmer/ Analyst - Level 3	C.2.6.5	2,080
5140	Scientific Application Programmer/ Analyst - Level 4	C.2.6.5	2,080
5150	Application Programmer/ Analyst Level 1	C.2.6.6	2,080
5160	Application Programmer/ Analyst Level 2	C.2.6.6	5,217
5170	Application Programmer/ Analyst Level 3	C.2.6.6	2,858
5180	Application Programmer/ Analyst Level 4	C.2.6.6	7,991
5190	Systems Programmer/ Analyst - Level 1	C.2.6.7	2,080
5200	Systems Programmer/ Analyst - Level 2	C.2.6.7	2,080
5210	Systems Programmer/ Analyst - Level 3	C.2.6.7	2,080
5220	Systems Programmer/ Analyst - Level 4	C.2.6.7	2,080
5230	Systems Specialist - Level 1	C.2.6.8	16,893
5240	Systems Specialist - Level 2	C.2.6.8	218,144
5250	Systems Specialist - Level 3	C.2.6.8	267,470
5260	Systems Specialist - Level 4	C.2.6.8	86,686
5270	Computer/Network Consultant - Level 1	C.2.6.9	21,711
5280	Computer/Network Consultant - Level 2	C.2.6.9	29,552
5290	Computer/Network Consultant - Level 3	C.2.6.9	2,080
5300	Computer/Network Consultant - Level 4	C.2.6.9	919
5310	Network Technician/ Engineer - Level 1	C.2.6.10	2,080
5320	Network Technician/ Engineer - Level 2	C.2.6.10	6,429
5330	Network Technician/ Engineer - Level 3	C.2.6.10	8,428
5340	Network Technician/ Engineer - Level 4	C.2.6.10	2,080
5350	Computer Operations Specialist - Level 1	C.2.6.11	5,972
5360	Computer Operations Specialist - Level 2	C.2.6.11	5,566
5370	Computer Operations Specialist - Level 3	C.2.6.11	12,338
5380	Computer Operations Specialist - Level 4	C.2.6.11	18,306
5390	Administration Specialist - Level 1	C.2.6.12	3,799
5400	Administration Specialist - Level 2	C.2.6.12	36,688
5410	Administration Specialist - Level 3	C.2.6.12	10,627

5420	Administration Specialist - Level 4	C.2.6.12	5,657
5430	Administration Specialist - Level 5	C.2.6.12	3,582
5440	Technical Specialist - Level 1	C.2.6.13	2,080
5450	Technical Specialist - Level 2	C.2.6.13	35,218
5460	Technical Specialist - Level 3	C.2.6.13	38,986
5470	Technical Specialist - Level 4	C.2.6.13	247
5480	Technical Specialist - Level 5	C.2.6.13	1,078
5490	Publications/Graphics Specialist - Level 1	C.2.6.14	2,080
5500	Publications/Graphics Specialist - Level 2	C.2.6.14	349
5510	Publications/Graphics Specialist - Level 3	C.2.6.14	3,058
5520	Publications/Graphics Specialist - Level 4	C.2.6.14	2,080
5530	Telecommunications Analyst - Level 1	C.2.6.15	2,080
5540	Telecommunications Analyst - Level 2	C.2.6.15	2,080
5550	Telecommunications Analyst - Level 3	C.2.6.15	9,896
5560	Telecommunications Analyst - Level 4	C.2.6.15	9,164
5570	Telecommunications Management Analyst - Level 1	C.2.6.16	11,244
5580	Telecommunications Management Analyst - Level 2	C.2.6.16	26,032
5590	Telecommunications Management Analyst - Level 3	C.2.6.16	2,080
5600	Telecommunications Management Analyst - Level 4	C.2.6.16	5,622
5610	Telecommunications Engineer - Level 1	C.2.6.17	2,080
5620	Telecommunications Engineer - Level 2	C.2.6.17	2,080
5630	Telecommunications Engineer - Level 3	C.2.6.17	2,080
5640	Telecommunications Engineer - Level 4	C.2.6.17	2,811
5650	Telecommunications Installation and Maintenance Technician - Level 1	C.2.6.18	2,080
5660	Telecommunications Installation and Maintenance Technician - Level 2	C.2.6.18	2,080
5670	Telecommunications Installation and Maintenance Technician - Level 3	C.2.6.18	23,951
5680	Telecommunications Installation and Maintenance Technician - Level 4	C.2.6.18	13,437
5690	Telecommunications Customer Service Representative - Level 1	C.2.6.19	2,080
5700	Telecommunications Customer Service Representative - Level 2	C.2.6.19	2,080
5710	Telecommunications Customer Service Representative - Level 3	C.2.6.19	21,872
5720	Telecommunications Customer Service Representative - Level 4	C.2.6.19	2,080

TOTAL HOURS (OPTION PERIOD 4) 1,083,359

OTHER

5730	Other Direct Costs (ODCs)	
	a) Travel	\$ 622,242
	b) Training	549,038
	c) ADP Equipment	732,050
	d) ADP Maintenance	1,464,100
	e) ADP Software	2,196,150
	f) Telecommunications	1,098,075
	g) Supplies & Materials	2,928,200
	h) Facilities (rent & utilities)	2,342,560
	i) Outside Services	1,098,075
	j) Miscellaneous	585,640
	TOTAL ODCs	\$ 13,616,130

5740 G&A

5750 Indirect Costs

TOTAL OPTION PERIOD 4:

GRAND TOTAL ALL PERIODS:

** Rates for Functional Experts will be negotiated on a case-by-case basis and applicable costs will be charged as Other Direct Costs.

For the base period and four option periods, the rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall submit invoices for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the project officer or task order officer. The Government shall pay the Contractor for the life of a Task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a Minimum of \$1,000,000.00. The amount of all orders shall not exceed the maximum amount of the proposal accepted for award.

B.3 MEETING/CONFERENCE SPACE AND SUPPORT

The contractor may be required to plan, coordinate, provide logistic support, and arrange space for EPA sponsored meetings (e.g. conferences, meetings, demonstrations, or interviews which are directly related to information

resources management and information technology) when so directed by EPA, through a Task Order. An example would be rental of a meeting area in a local hotel. Such space would be required only in the event that sufficient space is not available in EPA facilities. Charges for such space would be included in "Other Direct Costs" in a Task Order budget. Such space must be approved in advance by the Contracting Officer. In no event shall the Contractor acquire space for acquisition Technical Evaluation Panel (TEP) meetings or storage of any acquisition-related documents.

Procedures for approval of meeting/conference space and support are as follows: 1) Task Order Project Officer (TOPO) must certify in writing that there is no Government space currently available to meet the requirement and that the space required cannot be acquired in a timely fashion under an existing Agency logistics contract; 2) Contractor must provide the TOPO and CO with three (3) price quotes for the proposed space; and 3) CO approves space through Task Order modification or written approval.

B.4 OTHER DIRECT COSTS

Other direct costs (ODCs) which are required for performance of the Task Order will be reimbursed by EPA, subject to prior approval by the CO. These ODCs are for non-administrative functions under the contract. A line item for Other Direct Costs will appear in each Task Order budget for which such costs are expected to be incurred. These may include costs such as the following:

1. expenses for photocopying, binding, boxing, and delivery of documents (subject to EPA regulations and policies on printing);
2. purchase of books, publications, or subscriptions in support of Task Order;
3. travel and per diem costs;
4. meeting/conference space and support;
5. training items or services, or other products and services which are necessary for Task Order performance;
6. compensation and related expenses for Functional Experts (see C.2.6.3); and
7. long-distance telephone charges.

The contractor will ensure that only necessary expenses are charged to Task Orders. EPA-contracted courier and delivery services will be used whenever practical, rather than commercial services.

The contractor shall maintain detailed records on all Other Direct Costs charged against Task Orders and shall make them available to the CO, PO, and TOPO on request.

B.5 TRAVEL EXPENSES

Contractor personnel and functional experts shall travel to EPA headquarters, EPA regions, EPA laboratories, states, and elsewhere as directed in individual Task Orders. Travel and per diem expenses incurred by the contractor and periodic experts, attributable to a specific Task Order will be reimbursed by EPA. A line item for travel will appear in each Task Order budget for which travel costs are expected to be incurred. All travel and per diem shall be reimbursed in accordance with the Federal Travel Regulations and Federal Acquisition Regulation, Subpart 31.205-46. Reimbursable travel expenses include: transportation costs to/from EPA and related sites outside the contractor

personnel's geographic area (local travel will not be reimbursed); per diem incurred while in travel status; and time spent in travel status during normal working hours. For purposes of this clause, normal working hours shall be interpreted to mean 8:00 AM to 5:00 PM, Monday through Friday, excluding Federal holidays; no more than 8 hours of time in travel status shall be reimbursed for any day. All travel expenses must be proposed in writing by the contractor and approved by the TOPO prior to the travel taking place.

B.6 LABOR HOUR ESTIMATES AND CONTRACT CEILINGS

Shown in this Section B FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT, are the government's estimates of the number of hours that will be required for each labor category for each contract period over the life of this contract. These estimates will be used as the basis for offeror proposed cost evaluation, and will be used in the determination of the total contract value; however, upon contract award these estimates, and the estimates for reimbursable Other Direct Costs (ODC), are NOT to be considered ceilings for individual labor category hours or reimbursables orderable by EPA. There is also no established ceiling on the dollar value of this contract for any specific contract period. The ONLY ceiling on this contract is the total dollar value of the contract over its entire life (base period plus any option periods). The contract dollar value and the contract LOE/hours remaining at the end of a contract period shall be carried forward and made available in full for the next and all succeeding contract periods.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENT OR TASK ORDERS (EP 52.210-110)(APR 1984)

C.2.1 BACKGROUND

The Washington TACS Contract will be the primary service contract for use of the Headquarters Services Branch (HqSB) of the Enterprise Technology Services Division (ETSD) of the U.S. Environmental Protection Agency's Office of Administration and Resources Management/Office of Information Resources Management (EPA/OARM/OIRM). This section provides general information on ETSD. The Washington TACS Contract will provide a full range of services required by HqSB. These services required by HqSB do not include some ETSD functions described below - such as, central mainframe, supercomputer, and national network operations. These functions will be supported by a separate contract - the National Telecommunications and Computing Services (National TACS) Contract.

ETSD is responsible for the acquisition, operation, and support of the Agency's information technology resources. ETSD provides the ability to access, use, and communicate environmental program and administrative information for over 25,000 Agency clients and closely affiliated environmental partners (state and local governments, contractors, and researchers). ETSD supports EPA's mission by providing central and geographically distributed computing resources and managing vital network services. This effort involves delivering data to the desktop by means of an infrastructure composed of computing, communications, applications, and data resources. The services ETSD provides the Agency range from mainframe computing to telephones to support of personal computers (PCs) and local area networks (LANs).

In consultation with its customers, ETSD also defines a consistent Agency information technology and communication architecture and acquires major components of the Agency's information technology. The essential focus of ETSD's efforts is to provide the services and technical expertise needed by its customers in a reliable, transparent manner regardless of the physical location and characteristics of the information technology resources.

EPA's ETSD currently operates and manages three data centers - the National Computing Center (NCC) in Research Triangle Park NC, the Washington Computer Center in Washington, DC, and the National Environmental Supercomputing Center (NESC) in Bay City, MI - and the Agency's National Telecommunications Network. ETSD operates these facilities and network with approximately 70 full time government employees. The entire operation is supported by approximately 640 contract personnel who provide a variety of technical services in support of EPA's telecommunications and computing environment. (Note: Of this total of 640, the applicable figure for this Statement of Work is approximately 250. Offerors are reminded that this is an indefinite delivery/indefinite quantity contract, and that hours indicated in Section B are projections for proposing purposes and do not represent ceilings).

ETSD supports a user community of over 25,000 interactive users, 600 LANs, and 400 remote job entry terminals. The following summary list of services represents those that are currently provided by ETSD to its client community. The list is categorized by the ETSD Branch responsible for the services - Enterprise Computing Services Branch, Enterprise Networking Services Branch, Information Technology Support and Acquisition Branch, and Headquarters Services Branch. This requirement applies primarily to services required by Headquarters Services Branch. A separate contract - the National Telecommunications and Computing Services Contract - will provide the services required by the other branches. However, the Washington TACS Contract may be used to provide for emergency services outside the Washington DC Metropolitan Area. If required, such services outside the Washington DC Metropolitan Area in support of any of ETSD's branches will be ordered through Task Orders issued under this contract.

a. Enterprise Computing Services:

- (1) IBM Mainframe Computing;
- (2) Supercomputing;
- (3) Central Unix;
- (4) VAX/VMS;
- (5) Visualization Technology;
- (6) Distributed Systems and Distributed Applications Support;
- (7) Electronic Data Interchange (EDI);
- (8) Internet servers and "Intranet" servers;
- (9) Public Access Servers and Listservers;
- (10) Disaster Recovery; and
- (11) Security;

b. Enterprise Network Services:

- (1) Agency wide Desktop Connectivity;
- (2) Distributed Applications Support;
- (3) Data Telecommunications Engineering;
- (4) Voice Telecommunications Engineering;
- (5) Electronic Mail;
- (6) Voice Processing;
- (7)- Audio and Video Teleconferencing;
- (8) Field Services Support (nationwide); and
- (9) External Connectivity;

c. Information Technology Support and Acquisition Services:

- (1) Central Data Base Technical Support;
- (2) Superfund Cost Recovery Image Processing System (SCRIPS) Support;
- (3) Planning;
- (4) Acquisition Support; and
- (5) Technology Evaluation.

d. Headquarters (HQ) Services (Note: Primarily, most of these services will be provided under this "Washington, D.C. Metropolitan Area Telecommunications and Computing Services" contract - see note below):

- (1) HQ Infrastructure Support (including voice processing, locator and directory services, cable plant management, telecommunications management systems operations, and automated support systems);
- (2) HQ Telephone Operations;
- (3) HQ Data Center Operations;
- (4) Lotus Notes, Oracle, GIS and Intranet/Internet Support;
- (5) Distributed Systems Support;
- (6) Remote Access Support;
- (7) New Headquarters Technical Infrastructure Design and Implementation

- (8) HQ Desktop Connectivity;
- (9) HQ Information Center Support;
- (10) HQ Satellite Support (providing onsite presence of PC/LAN Support Specialists including LAN Administrators at EPA Program Offices in the Washington, DC Metropolitan Area);
- (11) HQ Data Telecommunications Engineering;
- (12) HQ Voice Telecommunications Engineering;
- (13) Audio and Video Teleconferencing;
- (14) Procurement Support for Turnkey Projects and Operations; and
- (15) Field Services Support (nationwide).

Note:

EPA intends to award a separate contract for the locator and directory services (see 1 above), audio and video teleconferencing (see 13 above), and field services support (see 15 above) functions to the National Voice Communications Support Contract (The NVCS Contract) described in the "Enterprise Technology and Systems Services Procurement Strategy" document published in the Commerce Business Daily on August 27, 1996. This document is available at the following Internet address: http://www.epa.gov/oamhpod1/adp_placement/hqtrsfn/etasscbd.htm.

Delivery of ETSD's services is accomplished at all of EPA's locations, through onsite personnel, collaborative computing, teleconferencing, and telephone. The NCC at RTP, NC serves as the focal point of a nationwide telecommunications network. This network connects computing facilities at EPA sites nationwide with one another and with the data centers managed by ETSD.

Looking ahead, ETSD expects increased demands for its services. The accelerating move to multimedia and client/server computing will require the implementation of faster and more robust telecommunications links. Increasing demands for public access to environmental information, the continued thrust for integrating Agency data in various platforms, and the explosive growth of Internet usage will exert additional pressure on the Agency's resources.

Growing concerns about the global environment, accompanied by continuing changes in the world's political climate, will probably result in a stronger international role for the Agency. It is likely that this will require the Agency to implement an international telecommunications network. Additionally, the Agency may become a central repository for global environmental data for use by many countries.

In addition to providing a technically sound and cost-effective computing environment, ETSD will continue to emphasize a comprehensive, professional, and reliable computing environment. It is expected that new and expanding technologies will be accompanied by highly computer-literate users who will not only do more for themselves, but expect and demand higher quality services that facilitate their use of new technologies.

Technology Components

The following are the major components of the EPA Information Technology Architecture currently used by EPA nationwide:

- (1) One IBM ES/9021-9X2 under MVS/ESA supporting TSO and CICS and hosting ADABAS, DB2, Oracle, and FOCUS data base management system software and a variety of application software and utilities;
- (2) A DEC VAX cluster at NCC consisting of two DEC VAX 6610s, used for EPA's electronic mail system;

(3) A Cray C94/364 supercomputer and a Cray T3D massively parallel processor (MPP) at the National Environmental Supercomputing Center (NESC) in Bay City, Michigan, hosting a variety of scientific software tools for molecular modeling, quantum chemistry and fluid dynamics analyses, environmental simulations, etc.

(4) DEC VAX and MicroVAX at various sites, used for scientific applications, attached via Ethernet to a variety of terminals and workstations;

(5) Data General Aviiion Reduced Instruction Set Computing (RISC)-based processors at various sites, used for Geographical Information Systems (GIS) and other Unix applications;

(6) Unix-based computers from various manufacturers (e.g. Sun, HP, IBM, DEC) that run scientific, database, and public access services;

(7) Over 600 Novell NetWare Token-Ring local area networks (LANs) nationwide, to which are attached over 20,000 MS-DOS and Windows personal computers (PCS);

(8) Several 3270 (Full Screen) and ASCII "dumb" terminals at various locations; and

(9) Silicon Graphics workstations in Research Triangle Park, N.C., used for scientific visualization.

In addition to the above, several emerging technologies are expected to impact the Information Technology Architecture in the near future, including client/server architectures, distributed data bases, and sophisticated "groupware".

These resources are connected by the EPA National Data Communications System (NDCS). The NDCS consists of a "backbone" network which supports IBM's SNA, TCP/IP, and Novell's IPX using dedicated FTS2000 digital T1 and fractional T1 circuits between the NCC and each major EPA site, as well as T1 circuits which link RTP, Washington DC, Cincinnati OH, and Denver CO; a T3 circuit linking the NCC and the NESC in Bay City, MI; a T3 Internet service connection; and FTS2000 dial or analog leased line data service (16.8 Kilobit/second or less) which connects each EPA Regional office to each of its respective State capitals. Recent additions to the Agency's telecommunications environment include: deployment of multi protocol Cisco routers; connection to an external provider for disaster recovery services; high-speed campus internetworking allowing TCP/IP and Novell-based LANs to have full interconnectivity at all EPA locations on 18 major campuses; high speed connectivity of the Agency's TCP/IP network to the Internet, allowing E-mail, remote login, and file transfer between Agency users and worldwide Internet users; and connectivity of the Agency's Wide Area Network (WAN) to the FTS2000 packet network for interagency connectivity, with X.400 E-mail and EDI exchange.

C.2.2 STATEMENT OF WORK/SPECIFICATIONS

C.2.2.1 Overview

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications as outlined in this solicitation for a variety of computing and telecommunications operations and maintenance services required by the EPA in the Washington, DC Metropolitan Area, and elsewhere in emergencies, as required.

The contractor shall perform work under this contract as specified in Task Orders approved by the Contracting Officer. Specific deliverables and acceptance criteria will also be specified in individual Task orders.

C.2.2.2 General Requirements

The contractor shall be responsible for effectively and efficiently accomplishing the Statement of Work as defined herein and further specified in Task Orders issued and amended by the Contracting Officer under this contract. Consistent with the policies and procedures established and managed by the EPA, the contractor shall implement, manage, provide and maintain computing, telecommunication and user support services as described herein that are, on a continuing basis, responsive to EPA's users. EPA expects the contractor to maintain a comprehensive and pro-active awareness of the quality, efficiency, and cost-effectiveness of all services provided.

C.2.2.3 Time of Service

In general, except for computer and telecommunications operations, services shall be routinely provided on all Federal business days from 7:00 a.m. to 6:00 p.m. Local Time. Specific times for delivery of services shall be specified in individual Task Orders. Additionally services shall also be provided outside these hours on an emergency or extended basis. With the exception of support for infrastructure adjustments and office moves, work outside the normal operational period has been required infrequently. Support for office moves and system upgrades is frequently required for evenings or weekends. In the event of an environmental emergency or operational crisis, the Agency may require contractor support to operate extended hours over several weeks. In such an event, the Contracting Officer will notify the Contractor's Program Manager of the extended hour support requirement by electronic mail or, in the absence of electronic mail service, verbally. In any event, the Contracting Officer will confirm the request in writing. While the Agency will endeavor to provide as much advance notification as practicable, the Contractor must be prepared to respond fully to the extended hour support requirement instantaneously (i.e. immediately after the notification is received). Subsequent to the initial notification, the Contracting Officer will amend the appropriate Task Order(s), as required, to reflect the changed hours.

C.2.2.4 Computer and Telecommunications Operations Hours

In general, the contractor shall provide computer and telecommunications operations support, including system monitoring and repair, 24 hours a day, 7 days per week, including Federal holidays. Specific or more limited hours for delivery of services shall be specified in individual Task Orders.

C.2.2.5 Holiday Operations Support

Except for hardware and/or software maintenance, EPA's computing resources and telecommunications network shall be available 24 hours per day, 7 days per week including Federal holidays. Other services covered by this contract are required on all Federal business days. Services may be required on holidays with 72 hours advance written notification by the Contracting Officer, or shorter notice in case of an operational emergency.

C.2.2.6 Adverse Weather Conditions and Other Emergencies

In the case of a Government declared weather emergency, natural disaster, or major emergency of any other type, the contractor, at the direction of the Contracting Officer, shall be responsible for keeping personnel onsite to continue to provide services that are deemed by the Contracting Officer to be essential services. The Contracting Officer shall identify the essential personnel and confirm the direction in writing at the earliest opportunity.

C.2.2.7 Compliance with Federal Standards, Guidelines, and Regulations

The contractor shall comply with all pertinent Federal and EPA information processing and telecommunications standards and procedural guidelines, including the Federal Information Processing Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with all applicable Federal and EPA procurement regulations and policies (e.g. the Federal Acquisition Regulations and EPA Acquisition Regulations). Note: All EPA documentation referenced in this clause are included in EPA's EPADOC CD-ROM, a copy of which may be obtained by sending an electronic mail or facsimile request to Bonnie Brandon, the Contracting Officer (Email Address: brandon.bonnie @ epamail.epa.gov - Fax: (202) 260-9930).

C.2.2.8 Phase-In Requirements

Within 90 calendar days of contract award, the contractor shall execute an orderly phase-in of all tasks currently performed under the predecessor contract that the Government wishes to assign to the contractor and for which a Task Order is submitted to the contractor. At the end of the 90th calendar day of the phase-in period, or earlier if mutually agreeable, this contractor shall assume total responsibility for all efforts covered by this contract. At that time, all efforts on this contract shall become the sole responsibility of the successor contractor. At a minimum, the phase-in schedule shall include:

- | | | |
|----------------------------------|---|--|
| (1) 7 calendar days after Award | - | EPA Contracting Officer (CO) provides the contractor Task Proposal Requests for tasks currently being performed under the existing contract. |
| (2) 30 calendar days after Award | - | Contractor submits to EPA CO responses to all Task Proposal Requests received. |
| (3) 45 calendar days after Award | - | EPA and contractor complete negotiations on Task Proposals. EPA issues Task Orders. |
| (4) 75 calendar days after Award | - | Contractor completes staffing and assumes full responsibility from predecessor for at least 50% of Task Orders issued. |
| (5) 90 calendar days after Award | - | Contractor completes staffing and assumes full responsibility from predecessor for all Task Orders. |

During the phase-in period, the Project Officer will coordinate overlapping work requirements between the predecessor and successor contractors.

C.2.2.9 Facilities

During the period of performance of this contract, the Government expects that all operations performed through this contract will move to contiguous buildings in the Federal Triangle section of Washington (bounded by Constitution and Pennsylvania Avenues and 12 and 14th Streets, N.W.) At that time, all space occupied by contractor staff is expected to be Federally owned or leased. The Government may, however, require the contractor to rent office, warehouse, computer operations, or other types of space to handle emergencies for the life of the contract.

Following award of this contract and as specified by the Contracting Officer, the contractor may be required to lease from the Waterside Mall building management all or a portion of space at 401 M Street, S.W., Washington, DC, that has been leased by the Agency's Primary Support and Telecommunications Services contractors. This would include space which is commonly known as the Washington Information Center and the Washington

Telecommunications Center, as well as other office, workshop, classroom, warehouse and general purpose space which may be designated. The Government will provide the contractor with copies of existing leases.

The Government's intention is to house all contractor activity in Government-provided space as quickly as possible. For the purposes of this solicitation, Offerors may assume that the move to Government-provided space will be completed on December 31, 1999.

C.2.3 GENERAL SUPPORT REQUIREMENTS

With respect to all elements of this statement of work, the contractor, at the direction of the Project Officer and as specified in individual task orders, shall:

- a. develop, modify, maintain and distribute documentation, guidelines, procedures, standards, methods and operational policies that provide for a better-informed user community and provide for a more effective and well-managed computing and telecommunications environment: all such deliverables shall be approved by the Project Officer prior to distribution;
- b. develop/ acquire software, and telecommunications assets that will enhance the Agency's ability to 1) measure, monitor, improve and/or enhance the operational and/or cost effectiveness of any of the computing and telecommunications hardware and software resources, and 2) provide a comprehensive range of user support services that assist the user in understanding, accessing and using the Agency's computing and telecommunication resources;
- c. perform a variety of studies, analyses, assessments, evaluations, and reviews that would identify problems, issues, and opportunities relating to the information services and technologies it provides and the actions it needs to take to enhance the quality or cost-effectiveness of these services and technologies;
- d. adhere to established EPA procedures, guidelines, policies, and standards as appropriate and required for each element of the SOW: these will be provided by ETSD, as required; and
- e. provide all aspects of management reporting that are required to keep EPA management informed of: 1) the operational status of resources, facilities and utilities that are managed and operated by the contractor; 2) the ongoing status of all ongoing projects and functional activities that the contractor is conducting or in which the contractor is an active participant; and 3) developments that alert EPA management to any technical, performance, budgetary, legal or management issues that may affect the timely and cost-effective provision of service in any of the functional areas that the contractor may directly or indirectly be supporting.

C.2.4 SCOPE OF WORK

This Statement of Work (SOW) is written in general terms with respect to the types of work/functions that may be required to successfully operate, maintain, and manage the various aspects of EPA's computing and telecommunications facilities under the resulting contract. While the individual elements of this statement of work may not be stated in detailed or specific terms, the Contractor shall perform all steps, functions and activities that would normally be required to successfully perform and complete Task Orders that fall within the scope of this SOW. The contractor shall also perform all work that is normally associated with or is an inherent part of the activities necessary for the successful completion of such Task Orders. Individual Task Orders will provide the specific requirements of the work to be performed by the Contractor.

The scope of work shall include:

- a. services and associated functions required to develop, implement, install, operate, maintain, repair, upgrade, promote, support, monitor, and manage EPA's computing, networking, local area network, remote access, telecommunications (voice, video, and data), electronic conferencing, desktop, voice mail, network access, data base and application resources within the Washington, DC Metropolitan Area primarily, and elsewhere in emergencies, as required;
- b. services and associated functions required to assist users in understanding, accessing, and using any of the computing, networking, telecommunications (voice, video, and data), data base, and application resources that comprise EPA's information technology infrastructure, inclusive of all types of training courses and programs;
- c. services and associated functions required to support telecommunications (voice and data) projects in the Washington, DC Metropolitan Area primarily, and other locations in emergencies;
- d. technical support required to assist users in the design and development of small-scale LAN-based applications; and
- e. administrative and clerical support services and associated functions that are required for the effective management and provision of the of the services noted in items (a) through (d) above: in a Working Capital Fund and turnkey project support environment, these services include accounting and procurement functions.

The work to be performed shall include functional areas such as the following:

- 1. Computing and Networking Facilities Services (including local area networks and campus facilities);
- 2. Telecommunications Services;
- 3. PC/LAN Support Services (including provision of system support staff to program offices);
- 4. Security;
- 5. Turnkey Project Support;
- 6. Administrative Services;
- 7. Training; and
- 8. Application Support Services

C.2.4.1 Computing and Networking Facilities Services

The Contractor shall deliver a comprehensive range of services required to support the computing and networking facilities operated by EPA's ETSD in the Washington, DC Metropolitan Area primarily, and elsewhere in emergencies, as required. These services include functional sub-areas, such as the following:

- a. benchmarking, testing, installing, configuring, customizing, optimizing, integrating, operating, maintaining, upgrading, and managing the following: computer systems, peripherals, and associated hardware; network and telecommunications hardware and software components; computer and network operating systems and other system software; on-line data base management systems; and application and utilities software;
- b. Local Area Network (LAN) and Metropolitan Area Network (MAN) support and administration including applications support, hardware/software support, and deployment and customer support;
- c. systems software engineering and integration support;
- d. processing and supporting production applications;
- e. implementing and supporting new computing and telecommunications hardware and software technologies and

- applications;
- f. maintaining, supporting, and managing electronic mail and workgroup computing;
 - g. performing data management including activities such as backup, recovery, and data migration to more cost-effective storage hierarchies;
 - h. integrating local computing, Local Area Network (LAN) and Metropolitan Area Network (MAN), and local telecommunications resources with the Agency's information technology infrastructure;
 - i. computer and network relocation, installation and modification;
 - j. monitoring, assessing, and optimizing computer and network performance;
 - k. capacity planning analysis and support;
 - l. developing, maintaining and implementing operating guidelines, procedures and manuals;
 - m. data entry and data/document duplication in other media including microfilm, CD-ROM, and online imaging systems;
 - n. development and maintenance of standard operating policies and procedures, to be approved by the Project Officer, which assist in the effective and efficient use of the Agency's computing resources;
 - o. disaster recovery planning, preparation, testing, execution and support;
 - p. developing, maintaining, and implementing problem management and change control policies and procedures to be approved by the Project Officer;
 - q. modeling and simulation support;
 - r. configuration planning, management, documentation and support;
 - s. developing and maintaining a technical library containing documents relating to all aspects of ETSD's computing, networking, and telecommunications environment;
 - t. conducting technical evaluation of applicable computing and networking hardware and software for review and approval by the Project Officer;
 - u. establishing, maintaining, and supporting connectivity to other networks and network services, as required;
 - v. facilitating and supporting public access, as required;
 - w. maintenance and operation of the intranet; and
 - x. operation and maintenance of EPA's New Headquarters central computer and communications facilities.

C.2.4.2 Telecommunications Services

The Contractor shall deliver a comprehensive range of services required to support the telecommunications facilities operated by EPA's ETSD in the Washington, DC Metropolitan Area primarily, and elsewhere in emergencies, as required. These services encompass voice, video, and data telecommunications and include functional sub-areas, such as the following:

- a. benchmarking, testing, installing, configuring, customizing, optimizing, integrating, operating, maintaining, repairing, upgrading, and managing premise voice systems such as the following: ISDN and electronic key systems and services, Centrex services, PBX systems, voice processing systems, conferencing systems, and telecommunications management systems;
- b. identifying telecommunications requirements and evaluating technical options for review and approval by the Project Officer, designing systems to meet requirements specified by EPA, drafting technical specifications, planning implementation, ordering the necessary service, and implementing the system including carrying out any wiring required;
- c. overseeing any installation or maintenance carried out by vendors;
- d. supporting the operation of the Washington Interagency Telecommunications System (including the BAOSC) and any successor or similar systems;
- e. providing technical expertise and operational support on a wide range of telecommunications specialties such as: FTS2000 services, voice, data and video transmission, facsimile transmission, radio, television, satellite operation, voice mail, and teleconferencing (voice/video), and radio frequency management;
- f. installing, maintaining, and operating teleconferencing networks and services, including voice-only or voice-and-video, and training users in the use of these networks and services (includes installation of cable plant, cable management, line and circuit inventory);
- g. installing and maintaining teleconferencing facilities, including voice-only or voice-and-video;
- h. operating and managing the EPA Headquarters Communications Center providing services such as the following: receiving and transmitting classified and unclassified facsimile and record messages on behalf of EPA program offices, distributing received messages to addressees, and keeping equipment maintained and fully operational;
- i. assisting headquarters program offices to define voice mail and automated attendant requirements, translating requirement definitions into service requests, coordinating installation, testing the service, training users, and maintaining the installed service;
- j. analyzing traffic, trends, availability, security and other factors that impact performance for review by the Project Officer;
- k. integrating local telecommunications resources and operations with EPA's national telecommunications infrastructure, as applicable;
- l. providing a wide range of customer services, such as ordering of services, training, and problem resolution;
- m. evaluating, testing, and implementing new telecommunications technologies, such as voice, video, and data, for review and approval by the Project Officer;

- n. evaluating the cost-effectiveness of services provided and recommending solutions for improvement;
- o. supporting voice mail application development, capacity planning, and integration with LAN technology, and
- p. operating and maintaining ETSD's Headquarters help desk.

C.2.4.3 PC/LAN Support Services

The Contractor shall deliver a comprehensive range of PC/LAN support services to EPA and EPA contractor staff in the Washington, DC Metropolitan Area, and elsewhere in emergencies, as required. These services include functional sub-areas such as the following:

- a. designing, establishing, equipping, operating, maintaining, and managing information center(s), as required;
- b. maintaining at information center(s) a variety of equipment and applications, such as the following: workstations and terminals for accessing various networks and computer platforms, Agency-standard applications, and special purpose input/output equipment such as scanners, digitizers, optical character readers, cameras, plotters, color printers, etc.;
- c. assisting users in the use of the hardware and software in the information center(s);
- d. providing full-time, appropriately qualified and skilled staff to EPA offices in the Washington, DC Metropolitan Area requiring in-house support in areas such as the following: LAN System Administration, PC and/or PC-LAN technical support, and related PC or PC-LAN services;
- e. identifying hardware and software options for users;
- f. providing hotline support and making user site visits for problem resolution;
- g. providing one-on-one training support to users;
- h. assisting user to access data in various local and remote platforms and databases, to download and upload data from/to these platforms/databases, and to merge the data into user's application;
- i. assisting users in designing small applications and script files and debugging them;
- j. developing, updating, and distributing, as required, systems documentation and procedures applicable to the use of computing resources in EPA's PC and PC LAN environment;
- k. supporting the dissemination of information useful to EPA and EPA contractor staff about issues applicable to PC and PC LAN computing through a variety of means such as the following: setting up electronic bulletin boards and operating and maintaining them, establishing and maintaining on-line libraries, organizing user group meetings and teleconferences, and publishing and distributing newsletters;
- l. testing and evaluating new PC and PC LAN hardware and software, as required;
- m. assisting staff by conducting searches of published material in on-line public libraries, and retrieving required material and excerpts;

- n. supporting the tracking and administration of software licenses, including shrink-wrapped and Agency site licenses;
- o. supporting the management, distribution, and administration of software and software upgrades, as required;
- p. supporting the Agency's goal of developing a network of Agency experts who can function as the first line of support to end-users; and
- q. designing and, subject to review and approval by the Project Officer, developing small-scale computer-based applications, and implementing and maintaining these applications.

C.2.4.4 Security

The Contractor shall provide services required to ensure security of the computing and networking environment. These services shall include functional sub-areas, such as the following:

- a. ensuring physical security of equipment and facilities under the control of EPA's ETSD, excluding guard services;
- b. ensuring security of computing, networking, and telecommunications hardware and software under the control of ETSD;
- c. ensuring security of incoming and outgoing message traffic including provision of secured courier services;
- d. ensuring network security;
- e. developing security guidelines, subject to the approval of the EPA Project Officer;
- f. developing software virus protection measures;
- g. training users on security issues; and
- g. investigating security violations and recommending remedial action.

C.2.4.5 Turnkey Project Support

The contractor shall execute major turnkey projects in all operational areas identified in this contract by performing design, implementation planning, materials acquisition, installation, test and maintenance activities. As required, the contractor shall be the primary source for acquiring materials, supplies, and services for use in deliverables under issued Task Orders including:

- a. all components of building wiring plant (i.e. cable, connectors, closet hardware, conduit, ducts, etc);
- b. telecommunications materials and supplies including electronic key and ISDN telephone components, conferencing sets, local and metropolitan area network components, material and supplies used in network installation and maintenance, satellite, radio, cellular, microwave, infrared, video, data and voice maintenance and operational services, specialized secure communications equipment, and electrical, mechanical and carpentry work required to complete installation of materials procured through this contract;

- c. office computing and local and metropolitan area network parts, spares, maintenance and repair services, software and ancillary items;
- d. local and metropolitan area circuits leased from carriers for use in meeting Agency telecommunications requirements; and
- e. as approved by the Contracting Officer, major telecommunications system components including Private Branch Exchange telephone systems, voice processing systems, hubs, routers, servers, conferencing bridges and other telecommunications and data processing equipment required for the operation and maintenance of communications networks.

Any acquisitions paid for by the Agency will be the property of the Agency. All procurements shall be accomplished within applicable Federal Acquisition Regulations (FAR) and EPA Acquisition Regulations (EPAAR), and shall be executed by the contractor only as approved by the Contracting Officer. EPA will only reimburse purchase costs associated with such acquisitions if they have been approved by the Contracting Officer or his/her authorized designee prior to the acquisition.

C.2.4.6 Administrative Services

The Contractor shall deliver administrative services that include functional sub-areas such as the following:

- a. inventory management support including control of materials, components, equipment and systems in the possession of ETSD prior to installation or following de-installation;
- b. costing, billing, accounting, and budgeting support, including development and maintenance of all systems to support Working Capital Fund billing and generation of associated routine and ad hoc reports;
- c. technical editing, graphics, and desktop publishing support; and
- d. preparation, distribution and control of documents used for ordering, funding, and tracking equipment and services and for disposal of property.

C.2.4.7 Training

The Contractor shall deliver a comprehensive range of training services. These services include functional sub-areas such as the following:

- a. developing, and updating various types of training such as classroom, interactive video, and on-line tutorials on the use of a wide variety of hardware, software, application, and network resources that are relevant to the EPA;
- b. scheduling regular classroom training sessions and seminars locally and at remote locations;
- c. distributing electronic training aids for access by EPA users.
- d. training and training materials;

C.2.4.8 Application Support Services

The scope of work shall include technical support for the development, modification, enhancement, deployment and maintenance of various types of small-scale applications, databases, and utility support software that is used by the EPA user community. Technical support shall be inclusive of design, hardware/software evaluation, database planning, deployment support, application development, programming, testing, optimization, and implementation. Such support shall be required for a wide range of applications such as the following:

1. Office Automation;
2. Image Processing;
3. Geographic Information Systems;
4. Applications based on Government-acquired application software such as Lotus Notes, Oracle, etc.;
5. Electronic Publishing;
6. Distributed Applications;
7. PC Based Applications;
8. LAN Based Applications;
9. Electronic Data Interchange;
10. Public Access Applications; and
11. Legacy applications .

The work shall include services such as the following:

- a. systems/software/database development, customization and maintenance support;
- b. development, modification, maintenance and deployment of guidelines, documentation , procedures and training that facilitate the user's ability to effectively use and maintain applications and access centrally and remotely located data;
- c. systems/software integration support;
- d. application program modification, analysis, conversion and optimization;
- e. technical support including user assistance, hands-on demonstrations, documentation, information dissemination; and
- f. all aspects of support as related to public access applications including user support, HTML conversion, browser-enabled applications, user documentation and guidelines, information dissemination, and support of demonstrations and conferences for both public access and "intranet" applications.

C.2.5 SUBSTITUTION OF EDUCATION FOR EXPERIENCE AND VICE VERSA

Section C.2.6 below specifies the skill categories that are required under this contract. Educational requirements for some skill categories in Section C.2.6 indicate that experience may be substituted for educational qualifications. Also, as a general rule, time spent as a full-time college or university student may be applied toward General Experience, subject to some restrictions (see below).

Substitutions for Specific Experience are not allowed under any circumstances.

The rules for applying substitutions are as follows:

- (1) Substitution of experience for a High School Diploma is not permitted.
- (2) A High School Diploma plus any combination of additional years of Specific Experience in the proposed field of expertise and years of full-time study in a related field at an accredited college or university together totaling two (2) years will be an acceptable substitute for an Associate Degree.
- (3) A High School Diploma plus any combination of additional years of Specific Experience in the proposed field of expertise and years of full-time undergraduate level study in a related field together totaling four (4) years will be an acceptable substitute for an undergraduate (e.g. B.A, B.S) degree.
- (4) An undergraduate degree (e.g. B.A, B.S) plus any combination of additional years of Specific Experience in the proposed field of expertise and years of full-time graduate level study in a related field together totaling four (4) years will be an acceptable substitute for a Masters (e.g. M.A, M.S) Degree.
- (5) Years of full-time graduate level college or university education in a field related to the proposed area of expertise may be substituted on a one-for-one basis for General Experience.
- (6) Years of full-time undergraduate level college or university education in a field related to the proposed area of expertise may be substituted for up to two years of General Experience. Substitution will be made as follows: nine (9) months of General Experience for each completed year of college, up to a total of two (2) years of General Experience for three (3) years of college.

C.2.6 SKILL CATEGORIES

There are nineteen (19) skill categories for meeting the various requirements in this Statement of Work. Various levels of expertise are specified for many of the skill categories. For example, there are four levels of Application Programmer/Analyst specified. In this example, Level 1 could correspond to an Associate (or Junior) Analyst, Level 2 to an Analyst, Level 3 to a Senior Analyst, and Level 4 to a Lead Analyst. The various Skill Categories, totaling 19, are listed and described below.

1. Program Manager;
2. Technical Manager;
3. Functional Expert;
4. Database Specialist;
5. Scientific Application Programmer/Analyst;
6. Application Programmer/Analyst;
7. Systems Programmer/Analyst;
8. Systems Specialist;
9. Computer/Network Consultant;
10. Network Technician/Engineer;
11. Computer Operations Specialist;
12. Administration Specialist;
13. Technical Specialist;
14. Publications/Graphics Specialist;
15. Telecommunications Analyst;
16. Telecommunications Management Analyst;
17. Telecommunications Engineer;

18. Telecommunications Installation and Maintenance Technician; and
19. Telecommunications Customer Service Representative.

Note:

For a better understanding of the specifics of the computing and telecommunications environment where these skill categories are currently applied, please refer to the Work Assignments that are currently supported by the incumbent contractors. Electronic copies of these work assignments have been posted on EPA's Public Access Server. The address on the world wide web is: <http://www.epa.gov/oam>. (Directions from homepage <http://www.epa.gov> Choose icon labled "Headquarters Division, Washington, D.C.," then choose "Washington Metropolitan Area Telecommunications and Computing Services, RFP W6-01687-A3," then "Sample Work Assignment.")

C.2.6.1 Program Manager

General Description:

The Program Manager shall be the Contractor's overall on-site manager and co-ordinator for all tasks, activities, issues, and other contractual obligations relating to this contract. The Program Manager shall also be the Contractor's single point of contact for the Government to communicate, clarify, and resolve contractual issues, and to escalate problems/issues relating to Contractor performance on any of the Task Orders issued under this contract.

Function:

As overall manager of all Contractor activities under this contract, the Program Manager's functions and responsibilities are manifold. They include elements such as the following: responding to all Task Proposal Requests from the Government; negotiating terms/details of Task Orders with the Contracting Officer; ensuring the timely delivery of all contract deliverables and the prompt resolution of problems/issues associated with contract performance; closing out Task Orders on completion of tasks; and providing input to the Government on changes in operational policies and procedures for improved cost-effectiveness; and motivating staff assigned to the contract to perform in the most effective and efficient manner.

Education:

An undergraduate degree (BA/BS) from an accredited college or university. There is no substitution for education.

General Background:

Fifteen (15) years of progressive experience managing large projects of technical and organizational complexity.

Specific Experience:

Five (5) years managing Information Service (IS) contracts similar in size and scope to this contract.

C.2.6.2 Technical Manager

General Description:

The Technical Manager shall have extensive project management background managing IS projects of increasing technical and organizational complexity. The Technical Manager shall possess technical skills appropriate for the Task Order(s) that he/she would manage and also have proven leadership skills and skills in communicating complex technical and project management issues to senior management.

Function:

Serve as a project manager/coordinator on a single task that is large and/or complex and involves multiple information system disciplines OR on multiple tasks that though covered by separate Task Orders are closely linked and require effective coordination for successful performance.

Education:

An undergraduate degree (BA/BS) from an accredited college or university or equivalent experience. There is no substitution for education.

General Background:

Progressive experience, as follows, managing large projects of increasing technical and organizational complexity.

Level 1	-	Five (5) years.
Level 2	-	Eight (8) years.
Level 3	-	Ten (10) years.
Level 4	-	Twelve (12) years.

Specific Experience:

Hands-on experience, as follows, managing Information Service (IS) projects similar in size and scope to the task(s) specified in the Task Proposal Request(s):

Level 1	-	Two (2) years.
Level 2	-	Five (5) years.
Level 3	-	Seven (7) years.
Level 4	-	Nine (9) years.

Position Examples:

1. Operations Manager
2. Information Center Manager
3. Support Services Manager
4. Telecommunications Manager
5. Customer Services Manager
6. Applications Support Manager

C.2.6.3 Functional Expert

General Description:

The Functional Expert (also referred to as consultants in some sections of this solicitation) shall possess extensive skills and experience in the field specified in the Task Proposal Request and are recognized in the professional community as an expert in that field through demonstrable accomplishments such as published work, speeches by invitation at conferences, research, teaching etc. The Functional Expert shall also possess exceptional skills in communicating, verbally and in writing, complex technical and business issues to management.

Function:

Perform as an expert in the implementation of highly specialized, leading edge information technologies and methodologies. Provide highly technical and specialized guidance concerning deployment of automated solutions to complex information processing problems. Perform complex analyses and studies. Prepare reports and give presentations. Work independently or as a member of a team.

Education:

An advanced degree (Master's or Doctoral degree) from an accredited college or university in the field of expertise described in an actual Task Proposal Request is required. There is no substitution for education.

General Experience:

Ten years of progressive experience in the field of expertise required by an actual Task Proposal Request.

Specific Experience:

Four years of concentrated, hands-on experience in the specific discipline associated with the field of expertise required in the Task Proposal Request.

Position Examples:

1. Client/Server Implementation Expert
2. Benchmarking Expert
3. Distributed Data Base Management Expert

C.2.6.4 Database Specialist

General Description:

The Database Specialist shall possess database administration, database design, and other database-related skills that are applicable in scope and level to an actual Task Proposal Request.

Function:

Support database administration, database design, database systems requirements analyses, and other related

database activities in a variety of roles ranging from providing assistance to assuming task leadership. Work independently or as a member of a team. May serve as Contractor Task Manager (CTM).

Education:

An undergraduate degree (BA/BS) from an accredited university or equivalent experience.

General Experience:

Progressive experience, as follows, in database administration, database design, and other database-related areas:

- Level 1 - Three (3) years.
- Level 2 - Five (5) years.
- Level 3 - Seven (7) years.
- Level 4 - Nine (9) years.

Specific Experience:

Hands-on experience, as follows, in the specific database discipline(s) and specific database management hardware/software environment(s) specified in an actual Task Proposal Request.

- Level 1 - One (1) year.
- Level 2 - Three (3) years.
- Level 3 - Five (5) years.
- Level 4 - Five (5) years.

Position Examples:

1. Oracle Database Specialist
2. ARC/INFO Database Specialist
3. Oracle Database Designer
4. Lotus Notes Database Specialist

C.2.6.5 Scientific Application Programmer/Analyst

General Description:

The Scientific Application Programmer/Analyst shall have a background developing/maintaining/supporting scientific applications and shall possess programming and analytical skills that are applicable in scope and level to an actual Task Proposal Request. Shall possess strong oral and written communication skills geared to the scientific community.

Function:

Support the development, maintenance, and use of scientific applications in time-sharing, stand-alone, and network environments. Areas of application support include functions such as the following: systems analysis, application development, installation, configuration, testing, optimization, evaluation, maintenance,

documentation, and user support. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership. May serve as Contractor Task Manager (CTM).

Education:

An undergraduate degree (BA/BS) in physical science, engineering, computer science, mathematics or statistics from an accredited university. There is no substitution for education.

General Experience:

Progressive experience, as follows, in developing/ maintaining/supporting scientific applications:

- Level 1 - Three (3) years.
- Level 2 - Five (5) years.
- Level 3 - Seven (7) years.
- Level 4 - Nine (9) years.

Specific Experience:

Hands-on experience, as follows, in the specific functional area, application development methodology, programming language(s), computing and operating system environment, and application software specified in an actual Task Proposal Request.

- Level 1 - One (1) year.
- Level 2 - Three (3) years.
- Level 3 - Five (5) years.
- Level 4 - Five (5) years.

Position Examples:

1. Scientific Application Programmer/Analyst
2. Scientific Programmer
3. Scientific Application Support Specialist

C.2.6.6 Application Programmer/Analyst

General Description:

The Application Programmer/Analyst shall have a background developing/maintaining/supporting applications and shall possess programming and analytical skills that are applicable in scope and level to an actual Task Proposal Request. Shall also possess strong oral and written communication skills.

Function:

Support the development, maintenance, and use of applications in time-sharing, stand-alone, and network environments. Areas of application support include functions such as the following: systems analysis,

application development, installation, configuration, testing, optimization, evaluation, maintenance, documentation, and user support. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership. May serve as Contractor Task Manager (CTM).

Education:

An undergraduate degree (BA/BS) from an accredited university or equivalent experience.

General Experience:

Progressive experience, as follows, in developing/ maintaining/supporting applications:

- Level 1 - Three (3) years.
- Level 2 - Five (5) years.
- Level 3 - Seven (7) years.
- Level 4 - Nine (9) years.

Specific Experience:

Hands-on experience, as follows, in the specific functional area, application development methodology, programming language(s), computing and operating system environment, and application software specified in an actual Task Proposal Request.

- Level 1 - One (1) year.
- Level 2 - Three (3) years.
- Level 3 - Five (5) years.
- Level 4 - Five (5) years.

Position Examples:

1. Application Programmer/Analyst
2. Programmer
3. Application Support Specialist

C.2.6.7 Systems Programmer/Analyst

General Description:

The Systems Programmer/Analyst shall have a background maintaining and supporting computer and/or network operating system and other system software and shall possess systems programming and analytical skills that are applicable in scope and level to an actual Task Proposal Request.

Function:

Maintain and support computer and/or network operating system and other system software. Support activities include functions such as the following: system software installation, configuration, testing, optimization, evaluation, maintenance, documentation, and user support. Develop “execs” and scripts to facilitate end-user access and utilization of the system. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership. May serve as Contractor Task Manager (CTM).

Education:

An undergraduate degree (BA/BS) from an accredited university or equivalent experience.

General Experience:

Progressive experience, as follows, in maintaining and supporting computer and/or networking system software:

- Level 1 - Three (3) years.
- Level 2 - Five (5) years.
- Level 3 - Seven (7) years.
- Level 4 - Nine (9) years.

Specific Experience:

Hands-on experience, as follows, in the functional area, computer and/or network operating system software, and computing or networking hardware specified in an actual Task Proposal Request.

- Level 1 - One (1) year.
- Level 2 - Three (3) years.
- Level 3 - Five (5) years.
- Level 4 - Five (5) years.

Position Examples:

1. NetWare Systems Programmer/Analyst
2. HP-Unix Systems Programmer/Analyst
3. DG-UX Systems Programmer/Analyst

C.2.6.8 Systems Specialist**General Description:**

The Systems Specialist shall have a background analyzing problems and requirements in the computing, networking, and application areas specified in the Task Proposal Request and shall possess experience evaluating, implementing, and supporting the use of appropriate solutions for these problems and requirements. Shall also possess strong oral and written communication skills.

Function:

Analyze problems and requirements in the computing, networking, and application areas specified in the Task Proposal Request. Provide a wide variety of ongoing and project-related support services in these areas. Carry out technical evaluations of hardware and software and write up reports of the results of the evaluation. Develop documentation to support the use of hardware, software, and telecommunications products. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership. May serve as Contractor Task Manager (CTM).

Education:

An undergraduate degree (BA/BS) from an accredited university or equivalent experience.

General Experience:

Progressive experience, as follows, providing Information Technology support services:

- Level 1 - Three (3) years.
- Level 2 - Five (5) years.
- Level 3 - Seven (7) years.
- Level 4 - Nine (9) years.

Specific Experience:

Hands-on experience, as follows, evaluating, implementing, and supporting hardware, software, and telecommunications products and services specified in an actual Task Proposal Request.

- Level 1 - One (1) year.
- Level 2 - Three (3) years.
- Level 3 - Five (5) years.
- Level 4 - Five (5) years.

Position Examples:

1. Information Center Specialist
2. Office Automation Specialist
3. Computer Security Specialist

C.2.6.9 Computer/Network Consultant**General Description:**

The Computer/Network Consultant shall have a background analyzing problems and requirements in the technical areas specified in the Task Proposal Request and developing and overseeing the implementation of appropriate solutions. Technical areas include areas such as the following: hardware, software, databases, and applications in the computer and networking environment. The Computer/Network Consultant shall also possess strong oral and written communication skills.

Function:

Provide analytical, consultational, and related support specified in a Task Proposal Request to EPA's Enterprise Technology Services Division (ETSD) management and, when approved by ETSD, to organizations using EPA's information technology (IT) resources. Areas of support include functions such as the following: design and development of appropriate IT solutions, creation of information and decision papers on IT issues, assistance in the development of IT standards, review of logical and physical database and application design, change control and problem resolution, validation and stress-testing of IT solutions, and facilitating the use of EPA's IT solutions by end-users. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership. May serve as Contractor Task Manager (CTM).

Education:

An undergraduate degree (BA/BS) from an accredited college or university. There is no substitution for education.

General Experience:

Progressive experience, as follows, in technical areas such as hardware, software, databases, and applications in the computer and networking environment:

Level 1	-	Five (5) years.
Level 2	-	Eight (8) years.
Level 3	-	Ten (10) years.
Level 4	-	Twelve (12) years.

Specific Experience:

Hands-on experience, as follows, in the specific consultation area, computing/networking environment, hardware, software, database, and application specified in an actual Task Proposal Request.

Level 1	-	Two (2) years.
Level 2	-	Five (5) years.
Level 3	-	Seven (7) years.
Level 4	-	Nine (9) years.

Position Examples:

1. Consultant - Database Design
2. Consultant - Network Engineering
3. Consultant - Business Applications

C.2.6.10 Network Technician/Engineer**General Description:**

The Network Technician/Engineer shall have a background implementing, maintaining, and supporting computer networking solutions, and shall possess network hardware and software skills, including (where applicable) system administration and network management skills, that are applicable in scope and level to an actual Task Proposal Request.

Function:

Support the implementation of new networks and various functions associated with the day-to-day operation, administration, maintenance and management of communication networks and network resources including Local Area Networks (LANs) and LAN servers, workstations, and peripherals. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership.

Education:

An Associate Degree from an accredited learning institution or equivalent experience. All Network Technicians/Engineers proposed for Novell NetWare LAN Administration, in response to a Task Proposal Request, shall also be Novell-certified, at a minimum a Certified NetWare Engineer (CNE).

General Background:

Progressive experience, as follows, in implementing, maintaining, managing, and supporting computer networks:

Level 1	-	Three (3) years.
Level 2	-	Five (5) years.
Level 3	-	Seven (7) years.
Level 4	-	Nine (9) years.

Specific Experience:

Hands-on experience, as follows, in the computer networking functional area, communication protocol, networking hardware, networking and network management software, and computing platform specified in the Task Proposal Request:

Level 1	-	One (1) year.
Level 2	-	Three (3) years.
Level 3	-	Five (5) years.
Level 4	-	Five (5) years.

Position Examples:

1. LAN Administrator
2. Network Technician
3. Network Management Specialist

C.2.6.11 Computer Operations Specialist**General Description:**

The Computer Operations Specialist shall have a background operating and monitoring time-sharing computer systems and associated peripherals in a large data center environment, and shall possess hardware and software operating skills that are applicable in scope and level to an actual Task Proposal Request.

Function:

Perform tasks to support the day-to-day operations of the computer system(s), associated peripherals, and the data center. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership.

Education:

High School Diploma.

General Background:

Progressive experience, as follows, in operating and monitoring time-sharing computer systems and associated peripherals in a large data center environment:

Level 1	-	Two (2) years.
Level 2	-	Three (3) years.
Level 3	-	Five (5) years.
Level 4	-	Seven (7) years.

Specific Experience:

Hands-on experience, as follows, in the computer operations functional area and the hardware and software environment, specified in the Task Proposal Request:

Level 1	-	One (1) year.
Level 2	-	Two (2) years.
Level 3	-	Three (3) years.
Level 4	-	Five (5) years.

Position Examples:

1. Print Room Operator
2. Unix System Computer Operator

C.2.6.12 Administration Specialist

General Description:

The Administration Specialist shall have a background providing clerical, accounting, cost analysis, inventory tracking, or such other administrative functions, and shall possess skills that are applicable in nature, scope and level to those specified in a Task Proposal Request.

Function:

Provide various types and levels of administrative support for ETSD activities - both ongoing and project-oriented. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership.

Education:

Educational requirements vary as follows, based on skill level:

Level 1	-	High School Diploma.
Levels 2 and 3	-	Associate Degree or equivalent experience.
Levels 4 and 5	-	Undergraduate Degree in a field related to the position (e.g. Accounting for

Accountant) or equivalent experience in that field.

General Background:

Progressive administrative experience, as follows:

Level 1	-	Two (2) years.
Level 2	-	Three (3) years.
Level 3	-	Five (5) years.
Level 4	-	Seven (7) years.
Level 5	-	Ten (10) years.

Specific Experience:

Hands-on experience, as follows, in the administrative area, administrative function(s), administrative methodologies, office automation hardware and software and other administrative tools, specified in the Task Proposal Request:

Level 1	-	One (1) year.
Level 2	-	Two (2) years.
Level 3	-	Three (3) years.
Level 4	-	Five (5) years.
Level 5	-	Seven (7) years.

Position Examples:

1. Property Inventory Specialist
2. Cost Recovery (Billing) Specialist
3. Cost Analyst
4. Working Capital Fund Support Specialist

C.2.6.13 Technical Specialist

General Description:

The Technical Specialist shall have a background providing Information Technology (IT) support functions. These functions could include areas such as the following: user registration, user support (help desk), on-site PC support, user communications (outreach), training, data management, or data center physical facilities management. The Technical Specialist shall possess skills that are applicable in nature, scope and level to those specified in a Task Proposal Request.

Function:

Provide various types and levels of technical support for ETSD activities - both ongoing and project-oriented. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership.

Education:

Educational requirements vary as follows, based on skill level:

Level 1	-High School Diploma.
Levels 2 and 3	-Associate Degree or equivalent experience.
Levels 4 and 5	-Undergraduate Degree or equivalent experience.

General Background:

Progressive technical experience, as follows, in the field of IT:

Level 1	-	Two (2) years.
Level 2	-	Three (3) years.
Level 3	-	Five (5) years.
Level 4	-	Seven (7) years.
Level 5	-	Ten (10) years.

Specific Experience:

Hands-on experience, as follows, in the functional area, computing/networking/application environment, hardware, software, and office automation tools, specified in the Task Proposal Request:

Level 1	-	One (1) year.
Level 2	-	Two (2) years.
Level 3	-	Three (3) years.
Level 4	-	Five (5) years.
Level 5	-	Seven (7) years.

Position Examples:

1. User Support Specialist
2. PC Specialist
3. Data Management Specialist
4. Data Center Facilities Engineering Specialist
5. Training Specialist

C.2.6.14 Publications/Graphics Specialist

General Description:

The Publications/Graphics Specialist shall have a background in areas related to the production and retention of high-quality documentation including text and graphics. These areas could be associated with one or more roles such as the following: technical writer, technical editor, graphics artist, computer graphics specialist, desktop publishing specialist, and document library specialist.

Function:

Support the production of high-quality ETSD technical and other documentation and presentation material. Work independently or as a member of a team in a variety of roles ranging from providing assistance to

assuming task leadership.

Education:

An undergraduate degree (BA/BS) from an accredited university or equivalent experience.

General Background:

Progressive experience, as follows, in publishing:

Level 1	-	Three (3) years.
Level 2	-	Five (5) years.
Level 3	-	Seven (7) years.
Level 4	-	Nine (9) years.

Specific Experience:

Hands-on experience, as follows, in the functional area, and word processing/graphics/desktop publishing/presentation hardware and software environment:

Level 1	-	One (1) year.
Level 2	-	Three (3) years.
Level 3	-	Five (5) years.
Level 4	-	Five (5) years.

Position Examples:

1. Word Processing Specialist
2. Technical Writer
3. Graphics Artist
4. Graphics Specialist
5. Desktop Publishing Specialist

C.2.6.15 Telecommunications Analyst

General Description:

The Telecommunications Analyst shall have a background in analyzing and establishing equipment configuration requirements necessary to improve the technical and economic performance of voice and data telecommunications systems and shall possess analytical skills that are applicable in scope and level to the skills specified in a Task Proposal Request. The Telecommunications Analyst shall also possess strong writing skills to develop information and decision papers documenting the results of the analyses carried out.

Function:

Support tactical decision-making in the telecommunications area by conducting analyses and producing papers and reports documenting the results. Provide insight, plans, and recommendations relating to various issues such as the following: containing costs, enhancing network efficiency, integrating voice and data, and

implementing new technologies.

Education:

An undergraduate degree (BA/BS) from an accredited university or equivalent experience.

General Background:

Progressive experience, as follows, performing systems requirement and related analyses in data processing and/or telecommunications areas:

Level 1	-	3 years.
Level 2	-	5 years.
Level 3	-	7 years.
Level 4	-	9 years.

Specific Experience:

Hands-on experience, as follows, as an analyst in the telecommunications functional area and technical environment specified in a Task Proposal Request:

Level 1	-	1 year.
Level 2	-	3 years.
Level 3	-	5 years.
Level 4	-	5 years.

Position Examples:

1. Telecommunications Analyst

C.2.6.16 Telecommunications Management Analyst

General Description:

The Telecommunications Management Analyst shall have a background in the managerial and operational requirements of voice and data telecommunications systems, services, and programs. This background shall reflect knowledge of the design, operation, and technical capabilities of major telecommunications systems, including private line switching, common control switching arrangements, message processing/switching systems, step switching, crossbar switching, and analog or digital computer based electronic PBX systems. The Telecommunications Management Analyst shall have knowledge of Federal regulations related to the procurement and administration of telecommunications services and equipment. The Telecommunications Management Analyst shall possess strong project management skills and shall be able to communicate effectively with all levels of EPA's technical and management personnel.

Function:

Organize and manage resources for supporting voice and data telecommunications systems, services, and programs. Manage concurrently multiple major telecommunications projects at geographically-dispersed sites.

Analyze telecommunications systems and services and recommend solutions to improve effectiveness and contain costs.

Education:

An undergraduate degree in a field related to engineering, business, management, mathematics, physics, or computer science, or equivalent experience.

General Background:

Progressive experience, as follows, providing analytical support to the management of voice and data telecommunications systems, services or programs:

Level 1	-	3 years.
Level 2	-	5 years.
Level 3	-	7 years.
Level 4	-	9 years.

Specific Experience:

Hands-on experience, as follows, as a management analyst in the telecommunications functional area and technical environment specified in a Task Proposal Request:

Level 1	-	1 year.
Level 2	-	3 years.
Level 3	-	5 years.
Level 4	-	5 years.

Position Examples:

1. Telecommunications Management Analyst

C.2.6.17 Telecommunications Engineer

General Description:

The Telecommunications Engineer shall have a background in the areas of planning, engineering, and optimization of voice and data telecommunications systems and networks.

Function:

Provide a wide range of telecommunications functions such as the following: conducting feasibility studies, defining technical requirements and specifications, designing telecommunications systems, providing systems engineering services, and supporting the development of standards.

Education:

An undergraduate degree in a field related to engineering, mathematics, physics, or computer science, or

equivalent experience.

General Background:

Progressive experience, as follows, providing engineering support to voice and data telecommunications systems, services or programs:

Level 1	-	3 years.
Level 2	-	5 years.
Level 3	-	7 years.
Level 4	-	9 years.

Specific Experience:

Hands-on experience, as follows, providing engineering support in the telecommunications functional area and technical environment specified in a Task Proposal Request:

Level 1	-	1 year.
Level 2	-	3 years.
Level 3	-	5 years.
Level 4	-	5 years.

Position Examples:

1. Telecommunications Engineer

C.2.6.18 Telecommunications Installation and Maintenance Technician

General Description:

The Telecommunications Installation and Maintenance Technician shall have a background of installing and maintaining voice and data telecommunications equipment.

Function:

Support a wide range of telecommunications equipment installation and maintenance functions such as the following: installing voice and data equipment, monitoring equipment and circuit performance, performing maintenance, maintaining detailed inventory and maintenance status information of equipment installed or in stock, performing equipment trouble-shooting, and initiating and tracking remedial action with appropriate service providers. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership.

Education:

None specified.

General Background:

Progressive experience, as follows, installing and maintaining voice and data telecommunications equipment in a large organizational environment:

Level 1	-	3 years.
Level 2	-	5 years.
Level 3	-	7 years.
Level 4	-	9 years.

Specific Experience:

Hands-on experience, as follows, installing and maintaining telecommunications equipment specified in a Task Proposal Request:

Level 1	-	1 year.
Level 2	-	3 years.
Level 3	-	5 years.
Level 4	-	5 years.

Position Examples:

1. Telecommunications Installation Technician
2. Telecommunications Maintenance Technician
3. Senior Telecommunications Installation and Maintenance Technician

C.2.6.19 Telecommunications Customer Service Representative

General Description:

The Telecommunications Customer Service Representative shall have a background interfacing with customers of voice and/or data telecommunications services and assisting them with selecting and using communications equipment and connectivity appropriate for their needs. The background shall also include experience dealing with external telecommunications service providers, equipment distributors, and maintenance organizations.

Function:

Support a wide variety of telecommunications service functions such as the following: preparing service requests for telecommunications system reconfiguration; assisting users to select and use equipment and connectivity appropriate for their requirements; inventorying equipment; maintaining records relating to equipment, services, and projects; coordinating work among various vendors; inspecting installation work following completion; initiating corrections, as required; training users; and performing ad hoc analyses and evaluations of systems and services. Work independently or as a member of a team in a variety of roles ranging from providing assistance to assuming task leadership.

Education:

Associate Degree or equivalent experience.

General Background:

Progressive experience, as follows, in customer relations or related field in the area of telecommunications:

Level 1	-	3 years.
Level 2	-	5 years.
Level 3	-	7 years.
Level 4	-	9 years.

Specific Experience:

Hands-on experience, as follows, in the functional area and technical environment specified in a Task Proposal Request:

Level 1	-	1 year.
Level 2	-	3 years.
Level 3	-	5 years.
Level 4	-	5 years.

Position Examples:

1. Telecommunications Customer Service Representative

C.2.7 RESERVED**C.2.8 ACCEPTANCE CRITERIA**

The Contractor shall ensure that each deliverable under each Task Order issued under this contract meets or exceeds the acceptance criteria for that deliverable specified in the relevant Task Order.

C.2.9 KEY MANAGEMENT PERSONNEL

The Contractor shall provide the below-listed key management personnel. Each key person shall be responsible for the overall management and coordination of all Task Orders that cover the task areas identified for his/her position. The hours worked by these key personnel shall be charged at the applicable fully-loaded hourly rates specified for the appropriate CLINs in Section B. The total hours worked by each key person providing the designated key personnel function shall be apportioned among the various Task Orders for which that key person is responsible.

<u>Key Position</u>	<u>Task Areas</u>
1. Program Manager	All Task Orders.
2. Operations Manager	All Task Orders relating to the operation of ETSD's computing and telecommunications facilities in the Washington, DC Metropolitan Area..
3. Customer Services Manager	All Task Orders relating to information center support, help-desk, client communications, and other customer interface

services (excluding in-house support).

4. Support Services Manager

All Task Orders relating to the provision of on-site support to EPA offices in the Washington, DC Metropolitan Area.

5. Applications Support Manager

All Task Orders relating to the development, maintenance, enhancement and support of databases and applications software.

C.2.10. LOCATIONS

Except for emergency type services, the work under this contract will be performed in the Washington, DC Metropolitan Area. The contractor shall have a permanently staffed office within the Washington DC metropolitan area, and contract management functions shall be performed primarily from this office. (see C.2.2.9--Facilities above). Specific sites in the Washington, DC Metropolitan Area where the contractor may be required to provide services include EPA offices such as the following:

USEPA Waterside Mall
401 M Street, S.W.
Washington, DC 20460

USEPA Fairchild Building
499 South Capitol Street, S.W.
Washington, DC 20460

USEPA Judiciary Square
501 3rd Street
Judiciary Square
Washington, DC 20005

USEPA Weststory Building
607 14th Street, NW, 5th Floor
Washington, DC 20005

USEPA Crystal Mall 2
1921 Jefferson Davis Highway
Arlington, VA 22202

USEPA Crystal Station
2805 Jefferson Davis Highway
Arlington, VA 22202

USEPA Crystal Gateway
1235 Jefferson Davis Highway
Arlington, VA 22202

USEPA SDC SAIC Building
200 North Glebe Road

Arlington, VA 22203

USEPA Analytical Chemistry Section
Building 306-BARC East
Beltsville, MD 20705

NOTE: During the life of the contract, EPA intends to relocate its employees to three buildings in vicinity of the Federal Triangle (i.e., Ariel Rios Building, Ronald Reagan Building and the old Interstate Commerce Commission Building).

Sites where the contractor may be required to provide emergency type services under this contract include EPA offices and facilities nationwide such as the following:

EPA National Computing Center
Hwy. 54 and T.R. Alexander Drive
Research Triangle Park, NC 27709.

USEPA National Environmental Supercomputing Center (NESC)
135 Washington Avenue
Bay City, MI 48708

EPA Region I: John F. Kennedy Federal Building, One Congress Street, Boston, MA 02203

EPA Region II: 290 Broadway, New York, NY 10007

EPA Region III: 841 Chestnut Street, Philadelphia, PA 19107

EPA Region IV: 100 Alabama Street, S.W., Atlanta, GA 30303

EPA Region V: 77 West Jackson Boulevard, Chicago, IL 60604
PA Region VI: 1445 Ross Avenue, Dallas, TX 75202

EPA Region VII: 726 Minnesota Avenue, Kansas City, KS 66101

EPA Region VIII: 999 18th Street, Denver, CO 80202

EPA Region IX: 75 Hawthorne Street, San Francisco, CA 94105

EPA Region X: 1200 6th Avenue, Seattle, WA 98101

EPA Laboratories and other offices

Environmental Research Center, 86 T.W. Alexander Drive, Research Triangle Park, NC 27711

Environmental Research Center, 26 W. St. Clair Street, Cincinnati, OH 45268

Environmental Research Center, P.O. Box 15027, Las Vegas, NV 39114

Environmental Research Center, 200 S.W. 35th Street, Corvallis, OR 97330

Robert S. Kerr Environmental Research Laboratories, P.O. Box 1198, Ada, OK 74820

Environmental Research Laboratories, College Station Road, Athens, GA 30601

Environmental Research Laboratory, 6201 Congdon Blvd., Duluth, MN 55804

Environmental Research Laboratory, Sabine Island, Gulf Breeze, FL 32561

EPA Gross Ile Lab, 9311 Groh Road, Gross Ile, MI 48138

EPA Gulf of Mexico Program Office (GoMPO), Bldg 1103, Room 202, Stennis Space Center, MS, 39529

National Enforcement Investigations Center
Denver Federal Center
Building 53 P.O. Box 25227
Denver, CO 80225

The Contractor shall perform work under this contract only as directed in task orders issued by the contracting officer.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JUN 1996)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Reserved.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) **IRM Policies, Standards and Procedures.** The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) **Groundwater Program IRM Requirement.** A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) **EPA Computing and Telecommunications Services.** The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) **Printed Documents.** Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) **Electronic Access.**

(1) **Internet.** A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) **Dial-Up Modem.** All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.4 CONTRACTOR INTERACTION WITH OTHER GOVERNMENT CONTRACTORS

This contract's activities in support of the Enterprise Technology Services Division will be performed in cooperation with several other contractors including: the contractor holding Government Services Agency (GSA) Contract #GS-00K-898-AD-001 (Washington Area Consolidated Telecommunications Services); the group of GSA contracts for EPA New Headquarters Development; EPA Contract #68-W2-0013 (Telecommunications Services Contractor); EPA Contract #68-W2-0026/RFP #W601685-A3 (National Telecommunications and Computing Support), and EPA Contract # 68-W2-0025/RFP #W6-02256-A3 (National Voice Telecommunications Support). The role of the last three contracts list above is described in the EPA ETASS Procurement Strategy document available at <http://www.epa.gov/oamhpod1/> and upon request from the Contracting Officer responsible for this contract.

EPA expects that the contractor awarded this contract will have management procedures which recognize the necessity of close cooperation with the contractors listed above, as well as other contractors, to achieve the quality and timely service which EPA requires from the contractor.

SECTION D - PACKAGING AND MARKING

D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

(b) Ship deliverable items, except for reports, to:

as specified in individual task orders

(c) Mark deliverables, except for reports, for:

as specified in individual task orders

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
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E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the task order project officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

as specified in individual task orders

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.242-15 AUG 1989 STOP WORK ORDER

F.2 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996) DEVIATION

(a) The contractor shall furnish two (2) copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information for each active ceiling price task order:

(1) Task order number, date and title;

(2) EPA client organization;

(3) Period of performance, including explanations for any extensions that may be needed;

(4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee, organized by contractor/subcontractor company, labor category within company, and employee name within labor category for all labor categories employed during the reporting period; specific amounts spent for Functional Experts and other ODC's including travel, hardware, software and temporary hires and allowable General and Administrative (G&A) costs on ODCs. If travel costs are incurred during the reporting period, the Contractor shall submit an attachment to the report itemizing and explaining these

travel costs;

(5) Cumulative number of hours and corresponding dollar amounts expended to date, and number of authorized hours remaining unspent, by labor category; specific cumulative amounts spent for Functional Experts, Travel, ODC's and allowable G&A costs on ODCs; cumulative total expenditures of all types against the task order and total authorized dollars remaining;

(6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;

(7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;

(8) Estimated costs and labor hours to be expended during the next reporting period.

Note: If temporary hires are used under task orders, the Contractor shall identify and report the use of these temporary hires by labor categories under each task order.

(c) In a separate section, the Contractor shall report the current technical progress for each firm-fixed price task order as stated in paragraph (a) above. The Contractor shall also list all firm fixed price task orders by task order number and total price. A cumulative listing of all firm-fixed price task order invoices submitted shall be reported. This shall include invoice number, date submitted, period of invoice, total amount of invoice and amount paid.

(d) The report shall include, as a separate section, the following delivery summary information; active and completed task orders shall be reported in separate subsections: Task Order Number and Title, Task Order Project Officer, current months hours expended, current month dollars expended for all sources, cumulative hours expended, cumulative dollars expended for all sources, total awarded value of task order, total dollar amount remaining on task order;

(e) The report shall include, as a separate section, the following contract level summary information for each Government fiscal year during which the contract has been active: For each of the categories (i) Labor Hours/Amounts, (ii) Travel, (iii) Functional Experts, (iv) ODC's, (v) allowable G&A on ODCs, (vi) Contract totals for preceding items I through v; report current month hours and dollars expended, cumulative to date hours and dollars expended, awarded amount, ceiling amount, and difference between ceiling amount and awarded amount;

(f) The report shall include; as a separate section, the following summary information for each Government fiscal year during which the contract has been active: For each labor category and as a sum across all labor categories, report current month hours expended, cumulative hours expended to date, hours awarded, ceiling hours, and difference between ceiling hours and awarded hours;

(g) The reports shall be submitted to the following addresses on or before the 8th working day of each month following the first complete calendar month of the contract. Distribute reports as follows:

1 Copy to: (Name to be provided)
Information Technology Support and Acquisitions Branch
Enterprise Technology Services Division
U.S. EPA (MD-34)
Research Triangle Park, NC 27711

1 Copy to: (Name to be provided)
Administrative Contracting Officer
Headquarters, Procurement Operations Division
U.S. EPA
MC 3803F
401 M Street, SW
Washington , DC 20460

OTHER REPORTING REQUIREMENTS

Each Task Order Project Officer shall be provided the information defined above for his/her own task order. The information shall be accompanied by an appropriate transmittal memo from the contractor and shall be provided on or before the 8th working day of each month following the first complete calendar month of the contract.

F.4 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from 01/1/98 through 12/31/98.

F.5 MANAGEMENT CONSULTING SERVICES (EP 1552.210-78)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)
DEVIATION

- (A) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the end of the effective period. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Ordering Officers

NONE APPROVED AT THIS TIME

- (B) A Standard Form 30 will be the method of amending Task Orders.
- (C) The procedures for initiating, finalizing and issuing Task Orders are described in Section G - Guidelines for Task Order Performance - herein below. Task Orders will be issued either on a (1) ceiling price or (2) total firm fixed price basis. Subsection (E) below defines these two types of Task Orders.
- (D) Receipt of Task Orders - The original copy of each Task Order, and any modifications to that Task Order, will be furnished to the contractor's Program Manager who is responsible for intracompany distribution, including sending copies, whenever necessary, to field offices. Upon receipt, the Program Manager shall review each Task Order or Task Order modification, promptly notifying EPA's Contracting Officer (CO), Project Officer (PO), and Task Order Project Officer (TOPO) in writing of any errors, discrepancies, or problems (e.g., duplication of work performed under a previous Task Order) related to the Task Order.
- (E) Task Order Types:
- (1) Task Order with a Ceiling Price
- A Task Order with a Ceiling Price corresponds to a Level-of-Effort Type Contract. Each such Task Order will have a ceiling, which the Contractor shall not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the CO, PO, and TOPO in writing.
- (2) Task Order with a Total Firm Fixed Price
- A Task Order with a Total Firm Fixed Price corresponds to a Firm Fixed Price Completion Type Contract. The Contractor shall complete all phases of the task(s) specified in the Task Order and deliver the specified products and services within the time frames stated therein, ensuring that these products and services meet applicable acceptance criteria in the Task Order. Failure to fulfill the Task Order obligations fully and satisfactorily could be cause for the Contractor to be held in default of the contract.

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as "To Be Included Upon Award."

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) 401 M Street, S.W. Washington, D.C. 20460

G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the

Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) above and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and

Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report. (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:
TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:
TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.7 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990)

(a) A Financial Administrative Contracting Officer (FACO), normally located in the Cost and Rate Negotiation Service Center, Policy Training and Oversight Division, shall be responsible for performing certain post-award functions related to the financial aspects of this contract. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause.
- (5) In connection with Cost Accounting Standards,
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the Contracting Officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the Contracting Officer upon execution.

(c) The FACO for this contract is:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.8 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned TBD. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

G.9 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the statement of work.

G.10 GOVERNMENT-FURNISHED DATA PROVIDED IN INDIVIDUAL TASK ORDERS

The Government-furnished data discussed in Clause G.9 above will be provided in individual task orders issued under this contract.

G.11 GOVERNMENT PROPERTY--FACILITIES USE (EP 52.245-130) (APR 1984)

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities: TO BE PROVIDED PRIOR TO CONTRACT AWARD.

G.12 GOVERNMENT FURNISHED PROPERTY

The Government will provide the government furnished equipment that are the objects of the contract (see Attachment 5 GFE) for the Contractor to operate and maintain in the performance of this contract. This property shall be operated and maintained by the Contractor in accordance with the following: provisions of the "Government Property" clause.

The Government will provide the Contractor as Government-furnished property (GFP) all computing and telecommunications equipment (including hardware, embedded firmware, and software) that the Contractor is responsible for operating, maintaining, evaluating, installing, and supporting under Task Orders issued through this contract. The Government may also provide the Contractor as GFP special-purpose equipment uniquely configured to

monitor, manage, and support the efficient use of these computing and telecommunications resources. Additionally, the Government may provide the Contractor access to the physical plant and facilities that support and house these items of equipment and permit the Contractor to use the physical plant and facilities for activities associated with the performance of tasks specified in Task Orders issued under this contract. The Contractor shall vacate the physical plant and facilities and return to the Government all GFP when performance on the associated Task Order ceases. A tentative listing of hardware items that qualify as GFP based on current workload is provided purely for information purposes in Attachment 5 to this solicitation.

As a general rule, all major items of equipment provided to the Contractor as GFP will be covered by maintenance agreements negotiated by the Government with Original Equipment Manufacturers (OEMs) or OEM-approved maintenance providers. However, the Government may require the Contractor through Task Orders issued under this contract to acquire maintenance parts and services for equipment not covered by any Government-negotiated maintenance contract. Maintenance parts and services to be acquired by the Contractor as described above shall appear as separate Other Direct Cost (ODC) line items on the Task Orders (see Section B.4, OTHER DIRECT COSTS).

Unless specified elsewhere in the contract, the Contractor is responsible for providing all office space, utilities, telephones and telephone services, furniture, office equipment, general-purpose software, and supplies for its staff who are engaged in providing services on this contract. Office equipment includes items such as desktop personal computers, laptop computers, printers, copiers, typewriters, facsimile machines, and presentation equipment. General-purpose software includes operating system software, associated utilities, and software to support routine office automation functions such as word processing, data base management, and spreadsheet processing. The costs associated with acquiring and maintaining these items shall be included in the Contractor's hourly labor rates and general and administrative charges. There shall be no separate charge to the Government for providing these items.

G.13 CONTRACTOR ACQUIRED EQUIPMENT/MATERIALS

As deliverables under individual task orders, at the direction of the Agency and in accordance with Agency contracting procedures, the contractor shall supply the hardware required, in addition to present or future Government-furnished equipment, to ensure an effective computer and telecommunication service for EPA. As directed by the Government, the contractor shall procure telecommunications equipment and systems such as Private Branch exchange telephone systems, electronic key telephone systems, wiring systems including cables, connectors, patch panels and termination blocks, local area network components and systems, data switches, network interface devices such as modems and multiplexers, equipment and services required to obtain satellite, radio, cellular, microwave, and infrared communications; secure communications equipment; ancillary support computing equipment; and electrical, mechanical and carpentry work directly required to complete installation of equipment procured through this contract.

The contractor may furnish ADP equipment at no direct cost to the Government, in which case the equipment will remain the property of the contractor unless the Government has paid for the equipment 100% whereupon license transfers to the Government.

When in the best interest of the Government, and subject to approval by the Contracting Officer in accordance with established procurement policies and procedures, the contractor may be authorized to lease ADP equipment as a direct cost under the contract.

All expenditures will be approved by either the EPA Contracting Officer or as determined by EPA contracting procedures. Since the contractor will be the primary source for acquiring these items, it is important that the contractor's purchasing system be able to handle a large volume of frequent and varied purchases.

If an acquisition is directed by the EPA and paid for by the EPA then title of the acquisition shall rest with the EPA.

G.14 CONTRACTOR-ACQUIRED SOFTWARE

The contractor shall acquire, in accordance with contract terms and conditions, special application and systems software and associated software maintenance required to ensure satisfactory completion of the task(s) specified in individual Task Orders. EPA shall hold title to all acquired software. Where applicable, the contractor shall obtain licensing agreements that allow the States, other Federal Agencies, and other users with access to the Agency's computing facilities to use such software. Title, if available, to all software shall vest with the Government. Licensing agreements shall be acquired to provide maximum use at the least cost.

The contractor is not authorized to purchase software under this contract other than software necessary to perform required services described in a Task Order. Personal computer software required for everyday use by contractor personnel for normal business practice functions such as analysis, word processing, access to electronic mail systems, and graphics/desktop publishing shall not be directly charged to EPA.

G.15 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Command (DCMC)

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.16 CONTRACT CLOSE-OUT RESPONSIBILITIES

The Contractor is reminded that Clause I.1 incorporates by reference the FAR clause Entitled Continuity of Services. The Contractor is therefore responsible for the following:

1. Supporting the phase-in operations of the successor contractor, as directed by the Project Officer and discussed in Clause I.1.
2. Irrecoverably erasing (e.g. by formatting disk) Government data, applications, and Government-licensed software from all electronic storage devices that belong to the Contractor prior to their being removed from Government premises.

Beyond the contractor's normal hourly billing rate there shall be no separate or additional charge to the Government for providing these items.

G.17 PROGRAM MANAGEMENT

The contractor shall provide program management services as delineated below to ensure that the services to be provided under this contract are well-managed.

G.17.1 Program Management Services Required

The contractor shall provide the following program management services:

- (a) Project Control

1. **Budget:** The contractor shall maintain cost accounting data (including data on utilization of individual labor categories and reimbursable expenses) for each Task Order and modifications thereto issued under this contract, and the overall cost of the entire contract, and assure that costs are within prescribed limits.
2. **Milestones/schedules:** The contractor shall monitor work completed against milestones planned to assure that each Task Order is proceeding according to schedule.
3. **Deliverables:** The contractor shall review all deliverables completed under the contract to ensure that they meet or exceed acceptance criteria specified in the relevant Task Orders. Document deliverables shall be correct in terms of technical content, grammar, format, and appropriateness for the intended audience. The contractor shall maintain a library on the contractor's premises at the primary contract site which contains all document deliverables in both paper and electronic format. At the termination of the contract, the contractor shall deliver a complete library to the Project Officer. The contractor shall maintain a deliverables tracking system for the purpose of identifying deliverables by Task Order, tracking deliverable status (e.g., overdue, completed, etc.), and reporting such status as may be required by the PO.
4. **Reporting Processes:** The contractor shall develop and follow an efficient and effective reporting process that shall provide an overall view of individual Task Orders, services provided under Task Orders (classified by Working Capital Fund service code) and the entire contract to the CO, PO, TOPOs, and other interested parties. Reports will provide highlights of Task Order progress and will describe all significant aspects of Task Order performance. Reports will be made available in paper and/or electronic form at the option of the intended recipient. While all reports must be complete and informative, the contractor's reporting procedures shall be designed with an emphasis on paper conservation (two-sided printing, print only the number of copies actually needed, etc.) and cost effectiveness.

Notwithstanding other reporting requirements (see above and Section F), the contractor shall provide the following reports as specified in individual task orders:

- o Monthly Status Report
 - o Ad Hoc Reports
 - o Deliverables Tracking Report
 - o Property Report
5. **Functional Expert Approval:** The contractor shall obtain TOPO, PO, and CO approvals for use of Functional Experts on Task Orders.
 6. **Purchasing System:** The contractor shall track, manage, and otherwise account for purchases made on behalf of the Government under the authority of this contract with a Purchasing System. The Purchasing System shall conform to all requirements of FAR Part 44.3 and any other laws and regulations which may be applicable.

(b) **Resource Management and Utilization**

The contractor shall take whatever steps are necessary to insure the effective and efficient utilization of resources employed to perform Task Orders consistent with high standards of technical quality and performance.

(c) **Quality Assurance**

The contractor shall monitor each Task Order to assure that work performed is in compliance with Task Order requirements and satisfy high standards of technical quality. The contractor shall also develop and implement

quality assurance programs to ensure consistently high quality of documents produced under Task Orders. The quality assurance programs may include elements such as assuring that new employees possess adequate writing skills, and using professional technical writers to review written products, etc.

(d) Coordination with EPA IT Community

The contractor shall coordinate with EPA IT managers and users of IT applications as directed by Task Orders issued under the Contract.

(e) Employee Development and Staffing

The contractor shall ensure that a stable and competent work force is applied to perform each Task Order. EPA requires that its Task Orders be performed by individuals who remain technically current in their fields of expertise. EPA also requires that these individuals, over the contract life, increasingly know and understand the Agency's organizational structure, its mission, its IT policies, and its software and hardware environments. The contractor shall institute programs, as appropriate, to refresh and update the technical knowledge and skills of its employees assigned to this contract and to ensure that they achieve a thorough familiarity of the EPA environment.

Nothing in this provision is to be construed as mitigating the contractor's obligation to hire fully qualified and thoroughly trained personnel, nor to authorize the provision of remedial training at government expense to overcome training deficiencies possessed by employees when hired. This provision does recognize that (1) much of the knowledge required by personnel on this contract is unique to EPA's information architecture environment and must be acquired within its context and (2) during an employee's tenure on this contract relevant technologies will rapidly change, and ongoing training is essential to prevent the employee's knowledge and skills from becoming obsolete.

In instances in which contractor employee(s) work simultaneously on multiple Task Orders under multiple Task Order Project Officers, the contractor shall ensure that these individuals' efforts are properly allocated so that each Task Order is performed within schedule and with high quality deliverables. The contractor shall inform the affected TOPOs whenever this situation exists and shall keep each TOPO apprised of the percentage of the individuals' time which is devoted to that TOPO's Task Order. This information shall be provided as part of the task order proposal.

(f) Personnel Changes

Changes to Task Order staffing shall be reported to the TOPO. Resumes must be provided to the TOPO for all key personnel changes. The contractor shall submit an updated task plan for all task orders when it is anticipated that personnel changes will impact contractor performance under the task order.

(g) Security Requirements

Contractor personnel assigned to Task Orders which involve processing confidential data must be cleared prior to accessing such data, and the contractor must provide for, confidential work and storage space of data according to EPA Security requirements.

(h) Property Accountability

The contractor shall institute a documented property accountability system and procedures whereby all government furnished property is tracked. All pertinent information about the property, including item nomenclature, serial number, location, and acquisition cost will be maintained in accordance with FAR Subpart

45 and 52.245-5. The contractor shall make property reports available to the PO for the entire contract and to TOPOs for their specific Task Orders.

Upon termination of the contract, all Government property shall be returned to the Government as directed by the CO.

(i) Documentation of Reimbursable Expenses

The contractor shall maintain current and accurate documentation of all expenses incurred in the performance of work under Task Orders. Original receipts and invoices, copies of originals, or summaries of all expenses charged to travel, other direct costs will be made available to the TOPO upon request.

(j) Monitoring Compliance with Agency IT Standards

The contractor shall monitor its work performed under this contract to ensure compliance with the Agency's Information Technology Standards. These standards are defined in EPA's Hardware and Software Standards document and EPA's Information Technology Architecture Road Map document, and are discussed in Section C.3 of this RFP. Compliance with IT standards is essential to ensure interoperability, efficient information exchange, and cost-effective IT services. To this end, the contractor shall review on an ongoing basis all task orders issued under this contract and monitor task order performance to identify requirements that call for the use of hardware, software, or telecommunication protocols or products that do not conform to EPA's Information Technology Road Map. Should requirements that call for the use of non-standard products or protocols be identified, the contractor shall immediately notify the Project Officer in writing. The contractor shall also notify the Project Officer in writing if during the course of contract performance the contractor becomes aware of requirements that push Agency users toward the use of non-standard IT products or protocols. Additionally, the contractor shall submit a quarterly report to the Project Officer that lists on a order-by-order basis the results of the contractor's monitoring of task orders and task order performance for IT standards compliance. This report shall also include the contractor's general observations, if any, of requirements that may cause users to move away from any Agency standard.

G.17.2 Charges for Program Management Activities

Costs incurred in performing the program management tasks under the contract and in producing and delivering contractually required reports will NOT be directly chargeable to any program management line item or any other Task Order, but must be included in the contractor's fully burdened hourly labor rate. Only costs for the program manager's hours shall be directly charged to this contract.

G.18 REQUIRED MEETINGS, BRIEFINGS, DOCUMENTS, AND REPORTS

In addition to the progress reporting requirements of Section F, the contractor shall be prepared to produce deliverables and conduct/participate in meetings and briefings as follows (No travel expenses incurred by the contractor to attend periodic status meetings will be chargeable to any Task Order unless specifically authorized by the PO subsequent to approval by the CO at the Task Order level.):

(a) Periodic Contract Status Meetings

The contractor shall attend periodic (normally weekly) contract status meetings with the PO and his/her designees. The PO will announce the time, location, and frequency of the meetings, which may vary over the life of the contract. Contractor attendees ordinarily will include those knowledgeable and involved in performance on active Task Orders, including the Program Manager or his/her deputy, and key management(prime and subcontractors) involved in

performance on active Task Orders, plus other contract personnel as required. At these meetings, the contractor will report to EPA on the status of ongoing contract issues and Task Order progress, and the PO will provide relevant information to the contractor.

(b) Contractor Presentations and Briefings

The contractor shall give briefings and presentations to the CO, PO, ETSD management, other EPA managers, and others, as required. These briefings may focus on overall contract or individual Task Order performance. Items covered at these briefings may include issues such as the following: technical and management challenges, utilization of technical resources, forecast of technical resource requirements, application of EPA policies and guidelines, and discussion of ETSD's information technology architecture standards and policies.

The contractor shall also present briefings to Task Order Project Officers and associated program personnel concerning performance, accomplishments and issues related to individual Task Orders.

Additional briefings may be required for selected EPA management and special interest groups to describe and review contract performance relative to special technical subject areas, and to provide a forum for discussion of opportunities for technology transfer and sharing of resources for common development of required management information systems.

G.19 ACCEPTANCE CRITERIA

The Contractor shall ensure that each deliverable under each Task Order issued under this contract meets or exceeds the acceptance criteria for that deliverable specified in the relevant Task Order.

G.20 GENERAL GUIDELINES FOR TASK ORDER PERFORMANCE

The contractor shall perform the specific requirements of issued Task Orders under the following guidelines:

- (a) For each Task Order the contractor shall designate a Contractor Task Manager who shall perform under one of the skill categories set forth in Section C herein. This person shall be responsible for all work under the Task Order and shall be the primary contractor point of contact on the Task Order for the TOPO.
- (b) The contractor shall meet with the TOPO and other cognizant personnel, including the PO, as specified in the Task Order, to review progress and accomplishments, to discuss and resolve problems, to evaluate the impact of EPA IT policies on Task Order objectives and contractor performance, and to determine adequacy of contractor staffing.
- (c) The contractor shall provide a copy of all document deliverables under each Task Order to the TOPO. Such deliverables shall be provided in hardcopy and electronic format. Unless otherwise specified by the TOPO, documents shall be provided in WordPerfect 6.1 (or latest version) format and spreadsheets in Lotus 123 ".WK4" format on 3.5" MS-DOS formatted High-Density diskettes. A copy of the letter of transmittal for all deliverables should be sent to the CO.
- (d) The contractor shall develop and provide all reports which are required by the issued Task Order, or identified in this contract under Section F, Reporting Requirements.
- (e) In the establishment of new Task Orders, the below process will generally be followed. The government reserves the right to issue a Task Order without requesting a proposal.

- (1) upon receipt of the Task Proposal Request, the Contractor prepares a task plan, in accordance with the

timeframes specified in the request, that is fully responsive to the statement of work in the Task Proposal Request and which describes in detail the Contractor's management and technical approach to performing the task and which also includes the contractor's estimates of staffing levels (hours for each CLIN and percentage of each employee's time that is devoted to the Task Order), costs (including labor and other Direct Costs such as travel, long-distance telephone charges, functional expert, purchases of hardware, software, and telecommunications equipment and services, etc.), timeframes, and the resumes of new staff proposed;

- (2) the CO, PO and TOPO review the Contractor's task plan to evaluate the Contractor's understanding of the task, the validity and strength of the approach proposed, the acceptability of the staff proposed, and the realism of the Contractor's estimates and any variance with the government's estimates;
- (3) the CO in conjunction with the TOPO resolves differences with the contractor through negotiation;
- (4) the CO issues to the contractor a Task Order;
- (5) if the Contractor and the Government cannot mutually agree on an acceptable plan, the Contracting Officer may issue a decision setting forth the plan that the Contractor shall follow: this decision is subject to the "Disputes" clause of this contract.

The Task Order may be a Task Order with a Ceiling Price or a Task Order with a Total Fixed Price. Negotiations between the CO and the contractor shall also include determination of resources and information required by the contractor from the EPA for satisfactory completion of the task. Any agreement reached as a result of such negotiation shall be documented in the Task Order, and EPA's obligations to provide resources and information in support of the task are limited to those documented in the Task Order. Costs incurred in responding to Task Proposal Requests and participating in the establishment of new Task Orders shall not be charged to any program management line item or any Task Order, but shall be included in contract overhead charges.

- (f) Unless specified elsewhere in this contract, the contractor shall, as required, provide its employees who perform work under this contract microcomputers and associated hardware and software which are in conformance with current published EPA standards and which are EPA network-compatible.
- (g) As authorized in individual task orders, contractor personnel shall use contractor-provided equipment and software for contractor personnel to acquire access to and use EPA's electronic mail system (the national EPA system, a local system, or both, as required by individual task orders) to communicate with TOPOs and other personnel on contract-related matters. The PO or TOPO will arrange for user IDs to be established.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.217-8 AUG 1989 OPTION TO EXTEND SERVICES

H.2 PRINTING (EPAAR 1552.208-70) (APR 1984) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one

page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but

notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)

(a) The parties to this contract agree that the contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop and/or provide technical input which leads to the development of specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract or be a subcontractor on any contract with EPA to perform systems design/development/ implementation services (RFP #W6-01948-A3) and advisory and assistance services (RFP #W6-02257-A3) in support of the Office of Information Resources Management/Enterprise Technology Systems Division (OIRM/ETSD) requirements unless otherwise authorized in writing by the Contracting Officer.

(d) The contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

(f) The contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984)

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last

60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

Option Period I:	TO BE NEGOTIATED
Option Period II:	TO BE NEGOTIATED
Option Period III:	TO BE NEGOTIATED
Option Period IV:	TO BE NEGOTIATED

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	01/01/99	12/31/99
Option Period II	01/01/00	12/31/00
Option Period III	01/01/01	12/31/01
Option Period IV	01/01/02	12/31/02

H.7 LIMITATION ON ADVISORY AND ASSISTANCE SERVICES TO BE PERFORMED UNDER THE CONTRACT

The Government estimates that approximately three to five percent (3 -5%) of the information technology technical support services to be performed by the contractor under this contract will include advisory and assistance services (AAS). While this requirement principally focuses on the operation, maintenance, and provision of a comprehensive variety of telecommunications and computing services, the effective delivery of these routine information technology services will require the contractor to perform some variety of implementation planning analysis and technical evaluations and assessments. This is work that cannot logically be separated from the operations and maintenance task under this contract. Work that can be performed efficiently and cost-effectively as tasks which are not integrally related to the routine operations and maintenance functions under this contract shall be assigned to the resultant contract for RFP #W6-02257-A3 "Information Technology and Architectural Support" (ITAS) Re-compete. Task Orders for AAS to be performed under this contract shall not exceed \$ (To Be Negotiated).

H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded to by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public or any other contractor employees who do not have authorized access to sensitive data, without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.11 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.12 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be

done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION(TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the EPA Office of General Counsel or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to

compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (APR 1996)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all

documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

H.17 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (APR 1996)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 401 M Street, SW, Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall submit a certification statement to the Director of the EPA OPPT/Office of Program Management and Evaluation, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) (DEVIATION)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et. Seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) Reserved -- [NOTE: This subparagraph has been removed from this clause for proposal submission purposes only. However, this subparagraph will be reinserted into the resultant contract at contract award. The text to be inserted at contract award reads as follows: (9) "To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency;" and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.19 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order/task order, work assignment or technical direction document as appropriate. A Task Order Project Officer is authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order/task order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order/task order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order/task order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.20 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984) (DEVIATION)

(a) The Contractor shall assign to this contract the following key personnel (see also Clause C.2.9):

1. Program Manager;
2. Operations Manager;
3. Customer Services Manager;
4. Support Services Manager; and
5. Applications Support Manager

(b) During the first twelve months of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial twelve months, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.22 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel to be identified in individual task orders will have authorized access to EPA computers in the performance of this contract. In the event of personnel changes occurring through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

H.23 TASK ORDER CONFLICTS OF INTEREST CERTIFICATION

Within 20 calendar days of receipt of each Task Order, the contractor shall provide the Contracting Officer with a conflicts of interest (COI) certification. Before submitting the COI certification, the contractor shall search its records accumulated, at a minimum, over the past three years (i.e., 36 months) immediately prior to the receipt of the task order. "Contractor" is defined for the purposes of this clause as the prime and any team members or subcontractors performing work under the Task Order in question. In the Task Order certification, the contractor must certify to the best of the contractor's knowledge and belief, that all actual and potential organization COI have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational COI exist. In addition, the Contractor must certify that its personnel who perform work under the Task Order or work relating to the Task Order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the Task Order. The Contractor shall also require each team member or subcontractor proposed to perform work under the Task Order or relating to the Task Order to submit a separate COI certification to the Contractor to be made available to the Contracting Officer immediately upon request.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.202-1 OCT 1995 DEFINITIONS
 52.203-3 APR 1984 GRATUITIES
 52.203-5 APR 1984 COVENANT AGAINST CONTINGENT FEES
 52.203-6 JUL 1995 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
 GOVERNMENT
 52.203-7 JUL 1995 ANTI-KICKBACK PROCEDURES
 52.203-10 SEP 1990 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
 ACTIVITY
 52.203-10 JAN 1997 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
 ACTIVITY
 52.209-6 JUL 1995 PROTECTING THE GOVERNMENT'S INTEREST WHEN
 SUBCONTRACTING WITH CONTRACTORS DEBARRED,
 SUSPENDED, OR PROPOSED FOR DEBARMENT
 52.215-2 AUG 1996 AUDIT AND RECORDS--NEGOTIATION
 52.215-27 SEP 1989 TERMINATION OF DEFINED BENEFIT PENSION PLANS
 52.215-33 JAN 1986 ORDER OF PRECEDENCE
 52.215-39 FEB 1995 REVERSION OR ADJUSTMENT OF PLANS FOR
 POSTRETIREMENT BENEFITS OTHER THAN PENSIONS
 (PRB)
 52.215-40 FEB 1995 NOTIFICATION OF OWNERSHIP CHANGES
 52.219-8 OCT 1995 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND
 WOMEN-OWNED SMALL BUSINESS CONCERNS
 52.219-9 AUG 1996 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL
 BUSINESS SUBCONTRACTING PLAN
 52.219-16 OCT 1995 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
 52.222-3 AUG 1996 CONVICT LABOR
 52.222-26 APR 1984 EQUAL OPPORTUNITY
 52.222-28 APR 1984 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF
 SUBCONTRACTS
 52.222-35 APR 1984 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND
 VIETNAM ERA VETERANS DEVIATION

52.222-36 APR 1984 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
 52.222-37 JAN 1988 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS
 AND VETERANS OF THE VIETNAM ERA
 52.222-43 MAY 1989 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
 ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
 CONTRACTS)
 52.223-2 APR 1984 CLEAN AIR AND WATER
 52.223-14 OCT 1996 TOXIC CHEMICAL RELEASE REPORTING
 52.223-6 JAN 1997 DRUG-FREE WORKPLACE
 52.225-11 OCT 1996 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
 52.227-1 JUL 1995 AUTHORIZATION AND CONSENT
 52.227-2 AUG 1996 NOTICE AND ASSISTANCE REGARDING PATENT AND
 COPYRIGHT INFRINGEMENT
 52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL
 52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
 52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
 52.227-16 JUN 1987 ADDITIONAL DATA REQUIREMENTS
 52.227-21 JAN 1997 TECHNICAL DATA DECLARATION, REVISION, AND
 WITHHOLDING OF PAYMENT--MAJOR SYSTEMS
 52.229-3 JAN 1991 FEDERAL, STATE, AND LOCAL TAXES
 52.229-5 APR 1984 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS
 OR PUERTO RICO
 52.232-8 APR 1989 DISCOUNTS FOR PROMPT PAYMENT
 52.232-17 JAN 1991 INTEREST
 52.232-23 JAN 1986 ASSIGNMENT OF CLAIMS
 52.232-33 AUG 1996 MANDATORY INFORMATION FOR ELECTRONIC FUNDS
 TRANSFER PAYMENT
 52.232-17 JUN 1996 INTEREST
 52.233-1 OCT 1995 DISPUTES ALTERNATE I (DEC 1991)
 52.233-3 AUG 1996 PROTEST AFTER AWARD
 52.237-2 APR 1984 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT,
 AND VEGETATION
 52.237-3 JAN 1991 CONTINUITY OF SERVICES
 52.242-3 OCT 1995 PENALTIES FOR UNALLOWABLE COSTS
 52.242-13 JUL 1995 BANKRUPTCY
 52.243-3 AUG 1987 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
 52.245-5 JAN 1986 GOVERNMENT PROPERTY (COST-REIMBURSEMENT,
 TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
 52.246-25 FEB 1997 LIMITATION OF LIABILITY--SERVICES
 52.249-6 SEP 1996 TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV
 (SEP 1996)
 52.249-14 APR 1984 EXCUSABLE DELAYS
 52.253-1 JAN 1991 COMPUTER GENERATED FORMS
 52.215-33 (JAN 1986) ORDER OF PRECEDENCE

I.2 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12)
 (JAN 1990) DEVIATION

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision

about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission;
and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action;
or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that

may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (MAY 1995) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered, with 20% postconsumer material applies to other uncoated printing and writing papers such as writing and office paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the beginning of the contract period of performance through the expiration date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than TBD, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of TBD;

(2) Any order for a combination of items in excess of TBD;

(3) A series of orders from the same ordering office within the same day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that

requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months beyond the expiration date of the contract.

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

Note: This solicitation will be amended to incorporate the Department of Labor wage determination.

Employee Class	Monetary Wage- Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

I.8 SERVICE CONTRACT ACT OF 1965, AS AMENDED(MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.) and as further defined in FAR 52.222-41 (SERVICE CONTRACT ACT OF 1965, AS AMENDED).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed

pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's

length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction

of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract

under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act

minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.9 CERTIFICATION OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS USED IN PERFORMANCE OF THE CONTRACT (FAR 52.223-9) (MAY 1995)

(a) As required under Section 6962 of the Solid Waste Disposal Act, an officer or employee of the Contractor shall execute the following certification annually as required in paragraph (b) of this clause:

CERTIFICATION

(1) I, _____ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the following minimum recovered material content for EPA Designated Items was actually used in the performance of this contract during the preceding Government fiscal year (October 1 - September 30, _____):

ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT UTILIZED*	TOTAL DOLLAR AMOUNT OF ITEM USED
_____	_____	_____
_____	_____	_____

*In addition, for paper products, include the percentage of postconsumer material content utilized.

Signature of the Officer or Employee

Typed name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of Certification)

(b) The Contractor shall submit this certification annually to

Contracting Officer

1 copy

EPA Recycling Coordinator
 US EPA (MC 3204)
 Washington, D.C. 20460

1 copy

by November 1, for the previous government fiscal year (October 1 through September 30).

I.10 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government contract No..... (and subcontract....., if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

- (iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

I.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 1998. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1998, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.12 PROMPT PAYMENT (FAR 52.232-25) (MAR 1994)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract

financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring the submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice

does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be

adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16,

Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.13 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.14 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (FAR 52.244-3) (APR 1985)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for furnishing any of the work called for in this contract, except for purchase of raw material or commercial stock items.

(b) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in subsection 15.903(d) of the Federal Acquisition Regulation .

(c) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(d) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Contractor of any responsibility for performing this contract.

I.15 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.16 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.17 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.18 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not

incorporated into a formal amendment to the proposal in question.

I.19 ORDER OF PRECEDENCE (FAR 52.215-33) (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

I. 20 GOVERNMENT PROPERTY FURNISHED AS IS (FAR 52.245-19)

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

I.21 TECHNICAL DATA CERTIFICATION, REVISION AND WITHHOLDING OF PAYMENTS (FAR 52.227-21)

(a) SCOPE OF CLAUSE. This clause shall apply to all technical data (as defined in the Rights in Data--General clause included in this contract) that have been specified in this contract as being subject to this clause. It shall apply to all such data delivered, or required to be delivered, at any time during contract performance or within 3 years after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth herein. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) TECHNICAL DATA CERTIFICATION

(1) All technical data that are subject to this clause shall be accompanied by the following certification upon delivery:

TECHNICAL DATA CERTIFICATION

The Contractor, _____, hereby certifies that to the best of its knowledge and belief the technical data delivered herewith under Government contract No. _____ (and subcontract _____, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of certification)

(2) The Government shall rely on the certification set out in subparagraph (b)(1) of this clause in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this clause, request correction of any deficiencies which are not in compliance with contract requirements. Such corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data--General clause included in this contract.

(c) TECHNICAL DATA REVISION. The Contractor also agrees, at the request of the Contracting Officer, to revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) WITHHOLDING OF PAYMENT. (1) At any time before final payment under this contract the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$100,000 or 5 percent of the amount of this contract, whichever is less, if in the Contracting Officer's opinion respecting any technical data that are subject to this clause, the Contractor fails to--

- (i) Make timely delivery of such technical data as required by this contract;
- (ii) Provide the certification required by subparagraph (b)(1) of this clause;
- (iii) Make the corrections required by subparagraph (b)(2) of this clause; or
- (iv) Make revisions requested under paragraph (c) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has delivered the data and/or has made the required corrections or revisions. Withholding shall not be made if the failure to make timely delivery, and/or the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The Contracting Officer may decrease or increase the sums withheld up to the sums authorized in subparagraph (d)(1) of this clause. The withholding of any amount under this paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.

I.22 TECHNICAL DATA PROVIDED IN INDIVIDUAL TASK ORDERS

Technical data referenced in Clause I.21 above TECHNICAL DATA CERTIFICATION, REVISION AND WITHHOLDING OF PAYMENTS (FAR 52.227-21) shall be provided via individual Task Orders issued under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Attachment #1 Client Authorization Letter
Attachment #2 Corporate Experience Questionnaire
Attachment #3 Past Performance Questionnaire
Attachment #4 Bidder's List
Attachment #5 Government Furnished Equipment
Attachment #6 Department of Labor Wage Determination

NOTE: Attachments #5 and #6 will be provide in an amendment to this solicitation.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal

transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN: has been applied for.

☐ TIN: is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of

payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name _____

TIN _____

K.4 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)

(a) Representation. The offeror represents that it ___ is, ___ is not a women-owned business concern.

(b) Definition. "Women-Owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM(DUNS NUMBER (FAR 52.204-6) (DEC 1996)

(a) Contractor Identification Number, as used in this provision means "Data Universal Numbering System(DUNS) number,; which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-050. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business

dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K7 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.8 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.9 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.10 EQUAL LOW BIDS (FAR 52.219-2) (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.11 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)

(a) Definition.

Emerging small business as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
____ 50 or fewer	____ \$1 million or less
____ 51 - 100	____ \$1,000,001 - \$2 million
____ 101 - 250	____ \$2,000,001 - \$3.5 million
____ 251 - 500	____ \$3,500,001 - \$5 million
____ 501 - 750	____ \$5,000,001 - \$10 million
____ 751 - 1,000	____ \$10,000,001 - \$17 million
____ Over 1,000	____ Over \$17 million

K.12 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is _____.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) *Definitions.* Joint Venture, for purposes of a small disadvantaged business(SDB) set-aside or price evaluation preference(as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. There percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at east 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.13 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.14 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE
SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.15 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.16 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.17 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.18 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (MAY 1995)

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

K.19 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5) (JUL 1995)

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction,

take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.20 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (FAR 52.223-8) (MAY 1995)

(a) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA Designated Items (see 40 CFR, Chapter 1, Subchapter I) to be used in the products and services to be provided under the terms and specifications set forth in this solicitation shall be as follows:

ITEM	ESTIMATED PERCENTAGE OF RECOVERED MATERIAL*
_____	_____
_____	_____

*In addition, for paper products, include the percentage of postconsumer material.

(b) Prospective offerors are cautioned that the Government will conclude that the percentages(s) of recovered materials to be used in products and services to be provided under any resulting contract shall be "0%" if the estimate(s) requested in this solicitation provision are left blank.

(c) Prospective offerors are further cautioned that estimated percentage(s) of recovered materials to be used in products and services to be provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer nonresponsive.

K.21 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.22 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (JUN 1987)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this clause to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed
for fulfilling such requirements
qualifies as limited rights data or
restricted computer software.

- ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data-- General."

**K.23 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996)
ALTERNATE I (APR 1996)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99, except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.24 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.25 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on

file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts: \$.....

Government fixed-price prime contracts and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/	Standard	Actual Cost	Cost
Estimating System				
Job Order		
Process		
Accumulating System				
Job Order		
Process		

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No
.....

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department

Contracting Department

Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....
.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

**K.26 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.27 CONTROL AND SECURITY OF FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-135)
(AUG 1993)**

The offeror certifies that--

the Contractor and its employees have read and are familiar with the requirements for the control and security of FIFRA CBI contained in the manual entitled "FIFRA Information Security Manual". (See also EP52.235-140 elsewhere in this solicitation.)

**K.28 CONTROL AND SECURITY OF TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS
INFORMATION(EP 52.235-74)**

The offeror certifies that--

--the Contractor and its employees have read and are familiar with the requirements for the control and security of Toxic Substances Control Act confidential business information contained in the manual entitled "Toxic Substances Control Act Confidential Business Information Security Manual." (See also 1552.235-78 elsewhere in this solicitation.)

K.29 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

K.30 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-9	JUL 1995	SUBMISSION OF OFFERS
52.215-10	AUG 1996	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	JUL 1995	FAILURE TO SUBMIT OFFER
52.215-16	JUL 1990	CONTRACT AWARD
52.215-9	FEB 1997	SUBMISSION OF OFFERS
52.215-10	FEB 1997	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-16	OCT 1995	CONTRACT AWARD ALTERNATE II (OCT 1995)
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.237-1	APR 1984	SITE VISIT

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with fixed rates resulting from this solicitation.

L.3 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)

(a) The standard industrial classification (SIC) codes for this acquisition are 7379 and 4813. Note: 4813 is the predominant SIC code.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Bonnie Brandon
Contracting Officer
Environmental Protection Agency
499 South Capitol Street, S.W.
3rd floor BID & PROPOSAL ROOM
Washington, DC 20003

Mailing Address:

Bonnie Brandon
Contracting Officer
Environmental Protection Agency
401 M Street, S.W.
(3803F)
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.7 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of January 1, 1998 and that the required effort will be uniformly incurred throughout each contract period.

L.8 RESERVED

L.9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS
(EPAAR 1552.215-73) (AUG 1993)(DEVIATION)

L.9.1 GENERAL INSTRUCTIONS

(a) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal. Responses to this solicitation must follow the outlines and/or instructions as described herein.

(b) Reserved

(c) Reserved

(d) the government reserves the right to award a contract based on initial offers received, without discussions or negotiations of such offers. Therefore, it is critical that each offer be fully responsive to the RFP, without exception to any provision.

(e) The Government may reject any or all offers or accept other than the lowest price.

(f) Offerors submitting restricted or proprietary data must mark it as follows in accordance with the requirements of FAR Clause 52.215-12 which is incorporated by reference. Clause 52.215-12 states: "Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall --

(i) Mark the title page with the following legend:

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal or quotation. If however, a contract is awarded to this Offeror or quoter as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets); and

(ii) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

(g) The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provision of the Freedom of Information Act (5 U.S.C. 551).

(h) The Offeror's proposal must be comprehensive, concise, factual, and complete to provide a basis for sound evaluation by the Government. Price data in the Offeror's price proposal must be fully substantiated.

(i) The Offeror SHALL NOT submit with the proposal company marketing brochures or pamphlets.

(j) Proposals shall provide insight into the Offeror's understanding of what is required; the approach and general procedures that the Offeror proposes to use to meet these requirements; and the price of the Offeror's services.

Besides submitting the proposal elements listed herein in Section L.9.2, Proposal Organization, this solicitation also requires each offeror, determined by the Government to be in the competitive range, to make available the offeror's proposed key personnel at a government site for individual and team video-taped question and answer sessions. These two question and answer sessions - individual and team - will be a part of the scored technical evaluation process. These video- and audio- taped question and answer sessions are discussed in sections L.10 and L.11. The Government reserves the right to eliminate the team question-and-answer-sessions phase of the evaluation.

L.9.2 PROPOSAL ORGANIZATION

The Offeror's proposal package shall be organized as described below. Descriptions and instructions relating to each volume and each component (part) in a volume are provided below in Section L.

<u>VOLUME</u>	<u>PART/SECTION</u>	<u>PAGE LIMITATION</u>	<u>NO. OF COPIES</u>
I	<u>OFFER AND OTHER DOCUMENTS:</u> (see L.9.4)	None	Original + 5
	A. SF 33, SOLICITATION, OFFER AND AWARD		
	B. MASTER TABLE OF CONTENTS		
	C. MASTER ACRONYMS LIST		
	D. RFP SECTION H, Key Personnel		
	E. RFP SECTION K, REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	F. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN		
	G. PRIME OFFEROR'S PROFESSIONAL EMPLOYEE COMPENSATION PLANS		
II.	WRITTEN TECHNICAL PROPOSAL AND ASSOCIATED ELEMENTS (see L.9.5)		
	A. WRITTEN TECHNICAL PROPOSAL	50	Original + 5
	B. COMPLETED CORPORATE		Original + 5

	EXPERIENCE QUESTIONNAIRE (BOTH FORMS 1 AND 2)		
C.	PAST PERFORMANCE QUESTIONNAIRE		Original + 5
D.	COPY OF EACH CLIENT AUTHORIZATION LETTER		1 copy of each
E.	RESUMES OF KEY PERSONNEL	5 per Resume	Original + 5
F.	LETTERS OF INTENT - KEY PERSONNEL	1 per Letter	Original + 5
G.	VIDEOTAPED ORAL PRESENTATIONS (See Sections L.10 and L.11)	n/a	n/a
III.	COST/PRICE PROPOSAL (see L.9.6)	None	Original + 5
	A. TABLE OF CONTENTS		
	B. RFP SECTION B "SCHEDULE"		
	C. SUPPORTING SCHEDULES		
	D. DISCLOSURE STATEMENT		
	E. UNCOMPENSATED OVERTIME/ STANDARD WORK WEEK POLICY		
	F. FINANCIAL STATEMENTS		
IV.	ORGANIZATIONAL CONFLICTS OF INTEREST (COI) ISSUES (see L.9.7)	None	Original + 5
	A. DISCLOSURE STATEMENT		
	B. COI PLAN		

L.9.3 PROPOSAL PRESENTATION

- (a) Binding and Labeling - A binder cover sheet shall be affixed to each volume, which clearly identifies each volume, volume number, copy number (e.g. original, copy 2 of 5, etc.), the RFP number and title, and Offeror's name. Copy number shall appear on the edge of the binder and shall be clearly visible when the binder is placed in a vertical position. All documentation shall be three-hole punched and assembled in 3-inch, or smaller, three-ring binders. If material for a volume requires more than one book, then that volume shall be labeled with the name and number of the volume and book number (e.g. Price Proposal, Volume III, Book 1 of 2).
- (b) Indexing - TAB indexing shall be used to identify all sections of each volume. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.
- (c) Page Size, Font Size, Vertical Spacing, Page Numbering, and Page Count - Proposal page size shall be 8.5 inches by 11 inches, except for fold-outs which may be used for figures, tables, graphs, spreadsheets, organization charts, and such other illustrative material. The maximum fold-out page size allowed is 11 by 17 inches. All proposal pages, except fold-out pages, shall have a minimum 1-inch margin on the top, bottom, left, and right. Page numbering, offerer identification, and disclaimers may be placed in the 1-inch margin. The font size shall be no smaller than 10-point vertical type size (a single point is defined as 0.0139 inch). Offerors may use a font size smaller than 10 point, but no smaller than 6 point, for

artwork as long as it is legible. This exception applies only to artwork. Proposals shall not contain more than 6 lines per vertical inch or more than 54 lines per page. An appropriate page numbering scheme shall be used in the proposals to enable easy and unambiguous referencing of pages. If an offeror's proposal exceeds the specified page limitation, the Government will not evaluate the material in the pages that exceed the limitation. For example, if the Written Technical Proposal exceeds the 50-page limitation, the Government will evaluate only pages 1-50 of the proposal and will not evaluate the remaining pages beginning with page 51. Pages used exclusively as title pages, divider pages, and for table of contents will not be counted in applying the page count limitation.

L.9.4 VOLUME I -- OFFER AND OTHER DOCUMENTS--PREPARATION INSTRUCTION

Volume I consists of the actual offer to enter into a contract to perform the required work. It also includes required representations, certifications, and other statements of the Offeror, and any other administrative information.

(A) PART A--SF 33, Solicitation, Offer and Award

- (1) The Offeror shall have an official who is legally authorized to bind the Offeror to a contract sign the SF-33.
- (2) In the block with its name and address, the Offeror should supply the Contractor Establishment Code applicable to that name and address, if known to the Offeror. The number should be preceded by "CEC:". Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system. The CEC is a 9-digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

(B) PART B--Master Table of Contents

The Offeror shall provide a master "Table of Contents" for the entire proposal. This master "Table of Contents" shall identify major subparagraphs by number, title, and page and volume numbers.

(C) PART C--Master Acronyms List

The Offeror shall provide a master list of all acronyms, along with their definitions, used in the entire proposal.

(D) PART D--RFP SECTION H, Key Personnel

The Offeror shall identify personnel to be assigned to the key positions specified in the Section H Key Personnel Clause.

(E) PART E--RFP SECTION K, Representation, Certifications and Other Statements of Offerors

The Offeror shall complete Section K, Representation, Certifications, and Other Statements of Offerors.

(F) PART F--Small Business and Small Disadvantaged Business (SBSDB) Subcontracting Plan (See Sections L & M)

(1) The Subcontracting Plan will provide for the following:

At least 41 percent of the total proposed subcontracting dollars shall be allocated to small businesses, of this amount at least 17 percent shall be allocated to small businesses, at least 15 percent shall be allocated to small disadvantaged businesses, and 9 percent shall be allocated to women-owned businesses.

(2) The SBSDB subcontracting plan shall describe the Offeror's policies, plans, and procedures that encourage the award of contracts/subcontracts to small or small disadvantaged firms.

(a) The clause set forth in FAR 52.219-9 (which is incorporated into SECTION I by reference) requires the submission of a Small Business and Small Disadvantaged Business Subcontracting Plan if the contract amount exceeds \$500,000, the contract offers subcontracting possibilities, and the Offeror is not a small business. A proposed Subcontracting Plan is to be submitted with the initial proposal. The Subcontracting Plan may be negotiated concurrently with price or technical proposals. If the Offeror finds that the proposed contract will not offer subcontracting possibilities, the detailed reason(s), rationale, and substantiation shall be submitted with the proposal in lieu of the Subcontracting Plan. Otherwise, the Offeror will address in the plan, the company's procedures and historical data. The historical data will indicate the firm's prior use of SBSDB organizations.

(b) Offerors are reminded that:

- i) The Contractor's compliance with subcontracting plans submitted on previous contracts is a factor in the Contracting Officer's determination of prospective Contractor responsibility (FAR 19.705-5(a)(1));
- ii) If the apparently successful Offeror fails to submit acceptable subcontracting goals to the Contracting Officer, that Offeror may be ineligible for award; and
- iii) After award, failure of the Contractor to comply in good faith with the requirements of the Subcontracting Plan would be a material breach of the contract (FAR 19.702(c)), and failure of the Contractor to make a good faith effort to comply with the requirements of that plan shall result in the imposition of liquidated damages (FAR 19.702 and 19.705-7).

(c) If a Subcontracting Plan is required to be included in any resulting contract, the following clause will be included in the contract at the time of award:

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. The Contractor's Small Business and Small Disadvantaged Business Subcontracting Plan ***** dated ***** is hereby incorporated into, and made part of, this contract.

(G) PART G--Prime Offeror's Professional Employee Compensation Plans

The Offeror shall submit the compensation plan which will be in effect for the prime contractor employees on this contract, in accordance with the following FAR clause: EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993).

- (1) As part of their proposals, Offerors shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (2) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (3) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
- (4) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.9.5 VOLUME II, WRITTEN TECHNICAL PROPOSAL AND ASSOCIATED ELEMENTS -- PREPARATION INSTRUCTIONS

The Written Technical Proposal and Associated Elements submitted by the Offeror shall be in a separate, sealed container plainly marked "TECHNICAL PROPOSAL AND ASSOCIATED ELEMENTS." THERE SHALL BE NO REFERENCE TO COST OR PRICING INFORMATION IN THE WRITTEN TECHNICAL PROPOSAL AND ASSOCIATED ELEMENTS SUBMITTED.

(A) Part A--Written Technical Proposal (See also Section M for technical evaluation criteria)

The Offeror shall submit a written proposal not exceeding 50 pages that addresses at least the following issues related to this solicitation:

- 1) the offeror's understanding of the EPA computing and networking environment and the technology and management issues and complexities involved in providing services under the proposed contract over the next five years;
- 2) the offeror's specific sub-contracting plans (if any) for this contract, including but not limited to the following for each sub-contractor: sub-contractor name, functional area(s) it will support, labor categories that the sub-contractor will provide, the offeror's sub-contractor management approach, number of years left before the current sub-contracting agreement is due for renewal or renegotiation and historical information including, but not limited to the following: number of years the offeror has used the sub-contractor to provide the same services, the value of the relevant sub-contracts, and the total number of applicable sub-contracted person-years;
- 3) the offeror's plans to attract and retain skilled professional staff;
- 4) the offeror's plans and incentives to recruit and retain non-managerial staff of the incumbent contractor;
- 5) the programs that the offeror will implement at the offeror's expense to refresh, enhance, and expand (as appropriate) the skills of its staff;
- 6) the offeror's approach to cost containment;
- 7) the offeror's approach, plans, and procedures for enhancing performance and ensuring high quality deliverables;
- 8) the degree of autonomy that the offeror's on-site Program Manager will have to make decisions and commit resources without approval from the offeror's corporate management; and
- 9) the offeror's plans for ensuring a timely phase-in according to the schedule in Section C.2.2.8.

The Offeror shall provide appropriate historical data to back up any claims it might make regarding its abilities in any of the areas listed above. Evaluation of the offeror's written technical proposal as it relates to each area will be based on its understanding of the issue(s) involved, its realism, its managerial perspective, and substantiation of claims made.

Note: SAMPLE WORK ASSIGNMENTS: Electronic copies of work assignments that fall within the scope of work for this solicitation, and which are currently supported by the incumbent contractor, will be posted on EPA's Public Access Server (<http://www.epa.gov/oam>) immediately upon release of this solicitation. (Choose icon labeled "Headquarters Division, Washington, D.C.," then choose "Washington Metropolitan Area Telecommunications and Computing Services, RFP W6-01687-A3," then "Sample Work Assignment.") Offerors are encouraged to examine these work assignments to get a better understanding of the services that are likely to be required under the proposed contract.

(B) PART B--COMPLETED CORPORATE EXPERIENCE QUESTIONNAIRE

For purposes of documenting the Offeror's corporate experience, the offeror shall use the Contractor Corporate Experience Questionnaire included in this solicitation as Attachment 2. The Corporate Experience Questionnaire consists of two sections: Section 1 - Information Technology Support Services Contracting Experience - and Section 2 - Contract Experience by Functional Area. Instructions for responding to both sections of this questionnaire are provided on the questionnaire. The Offeror shall complete both sections of this questionnaire in full.

(C) PART C--PAST PERFORMANCE QUESTIONNAIRE

To enable the Government to obtain and evaluate the Offeror's and the Offeror's proposed sub-contractors' Past Performance, the Offeror shall complete fully Block A and Block B of the Past Performance Questionnaire included in this solicitation as Attachment 3. The instructions for completing the

questionnaire are included in the questionnaire.

EPA will obtain past performance ratings and other related information in the questionnaire by contacting the offeror's and the offeror's proposed subcontractors' customers by phone. EPA may also use written requests, if telephonic attempts to get the required information do not succeed, or if it is determined necessary. If EPA makes a written request, it will advise the offeror of the same, and will request the offeror's intervention to get the customer to respond in a timely manner. EPA will not continue its efforts to obtain this information if the customer does not respond after three telephonic calls/messages and one written request.

EPA will not request Past Performance information from more than fourteen (14) customers of the team consisting of the offeror and the offeror's proposed subcontractor(s). If an offeror and the offeror's proposed subcontractors have performed on more than fourteen (14) contracts in the time period specified, EPA will select fourteen (14) of them for Past Performance determination. The selection process will be influenced by contract value (the larger the value the higher the chances of selection), the nature of the work performed and its similarity (in both size and scope) to this requirement, and the need to make the selection representative of the offeror and the offeror's proposed subcontractors.

(D) PART D--COPY OF EACH CLIENT AUTHORIZATION LETTER

To enable verification by the Government of the information provided by the Offeror in the Corporate Experience Questionnaire and to obtain Past Performance information in the Past Performance Questionnaire, the Offeror shall forward a Client Authorization Letter (see Attachment #1) to each of the offeror's earlier customers identified in these questionnaires. To provide these customers an idea of the type of information that the Government might require from them, the Offeror shall also attach a copy of the appropriate Past Performance Questionnaire (with Blocks A and B completed) to each Client Authorization Letter that is sent out to these customers.

The Offeror shall also arrange for the Offeror's proposed subcontractors to send a Client Authorization Letter and attachment (as described in the earlier paragraph) to each of their customers identified in their Corporate Experience and Past Performance Questionnaires. This will enable the Government to verify Corporate Experience and to obtain Past Performance Information for the Offeror's proposed subcontractors directly from their customers.

THE OFFEROR SHALL INCLUDE A COPY OF EACH CLIENT AUTHORIZATION LETTER SENT BY THE OFFEROR AND THE OFFEROR'S PROPOSED SUBCONTRACTORS AS PART D IN VOLUME II OF THE PROPOSAL.

(E) PART E--RESUMES OF KEY PERSONNEL

Offerors shall submit resumes (limited to five pages for each resume) for all key personnel proposed who will be performing work under this contract. Note: Resumes do not count toward the proposal total page limitation). For each proposed key person, the resume must provide the following minimum information: key position title, the skill category and level, as described in Section C of this solicitation, under which the person is proposed; availability (e.g. currently available, corporate transfer, new hire etc.); education; professional certifications; total years of experience related to the position for which the person is proposed; specialized experience and training, and employment experience in chronological order

beginning with the most recent experience. Each resume shall be signed by the appropriate proposed person.

(F) PART F--LETTERS OF INTENT - KEY PERSONNEL

Offerors shall submit letters of intent (limited to one page per person) for all key personnel proposed, who will be performing work under this contract. (NOTE: Letters of intent do not count toward the proposal total page limitation). These letters of intent shall be from the key personnel proposed and addressed to the offeror. Each letter of intent shall include a statement that declares the proposed person's willingness and commitment to serve in the key position for at least the minimum period as specified in Section H.20 Key Personnel clause, if required. Each letter of intent shall be signed by the appropriate proposed person and shall be attached to the appropriate resume.

(G) VIDEOTAPED ORAL PRESENTATIONS

See Clauses L.10 and L.11 for descriptions of key personnel and team oral presentations. EPA will arrange for the video- and audio-taping of all oral presentation sessions.

L.9.6 VOLUME III - COST/PRICE PROPOSAL--PREPARATION INSTRUCTIONS

L. 9.6.1 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS 52.215-42

(a) Submission of cost or pricing data is not required.

(b) Provide information as described in the remainder of clause L.9 below: (Standard form 1448, proposal cover sheet (cost or pricing data not required), may be used for information other than cost or pricing data.)

L.9.6.2 General Instructions

Your cost or price proposal shall be specific, complete in every detail, and separate from your technical proposal. In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) - (b)(9), if this information is available using a commercial spreadsheet program on a personal computer. Please refer to the instructions contained herein below regarding the software program to be used to create this information. Offerors should include the formulas and factors used in calculating the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal. More specific cost proposal instructions are contained herein below.

(A) General

Submit cost or pricing data as follows:

(1) Clearly identify separate cost or pricing data associated with any:

(a) Options to extend the term of the contract;

(b) Options for the Government to order incremental quantities; and/or

- (c) Major tasks, if required by the special instructions.

You may indicate the above cost or price detailed data in narrative form or on a spread sheet, provided that all cost or pricing data is adequately and clearly described.

- (2) Clearly identify all costs and data in support of the proposed cost/price. Include the index required by FAR 15.804, Table 15-2 Paragraph 4.
- (3) Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- (4) If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.
- (5) The contract schedule includes a "Fixed Rates for Services" clause, therefore please provide in your cost proposal a schedule duplicating the format in Section B and include your proposed fixed hourly rates per labor category for the base and any optional contract periods. This also applies to subcontractors who submit separate cost and pricing data.
- (6) If the contract includes the clause at EPAAR 1552.232-73, "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in your cost proposal the estimated costs and burden rate you will apply to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.
- (7) Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.
- (8) Whenever subcontractor effort is included in the proposed costs, the prime contractor shall submit a reconciliation and summary of proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(B) Direct Labor

- (1) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.

Describe for each labor category proposed your company's qualifications and experiences requirements. If individual rates are used, also provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

- (2) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (3) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (4) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
 - (a) Individual's name;
 - (b) Annual salary and the period for which the salary is applicable;
 - (c) List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and
 - (d) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)
 - (e) Indicate
- (C) Indirect costs (overhead, general, and administrative expenses).

Unless your proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, provide detailed supporting computations. These computations may include historical as well as budgeted data. Indicate whether your computations are based upon historical or projected data. If your rates have been recently approved, include a copy of the agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.
- (D) Reserved
- (E) Consultant service.

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted daily or hourly rate.
- (F) When the cost of a subcontract is substantial (25 percent of the estimated contract value or \$10,000, whichever is less), include details of subcontract costs in the same format as the prime Contractor's costs. Include a cost or price analysis of the subcontract costs in accordance with FAR 15.806-1(a)(2).
- (G) Equipment (not including special equipment)

- (1) If direct charges for use of existing contractor equipment are proposed, provide a description of these items and details of the basis of such charges.
- (2) If equipment purchases are proposed, provide a description of these items, details of the proposed costs (including at least three price quotes), and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.
- (3) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

(H) Facilities and special equipment, including tooling

- (1) If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.
- (2) If fabrication by the prime Contractor is contemplated, include details of material, labor, and overhead.

(i) Other Direct Costs

- (1) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
- (2) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(J) Overtime Rates: Include in the prime contractor's and any proposed subcontractor's cost proposal a description of applicable overtime rates or overtime policy.

L.9.6.2 Detailed Requirements

(A) Part A - Table of Contents

The Offeror's Price Proposal shall contain a "Table of Contents" that identifies major subparagraphs by number, title, and page number.

(B) Part B - RFP Section B Completed.

(C) Part C - Supporting Schedules

- (1) Direct Labor;
- (2) Indirect Costs;
- (3) Other Direct Costs; and
- (4) Subcontracts.

(D) Part D - Disclosure Statement

If necessary, at a later date EPA will request a copy of the latest Disclosure Statement the offeror has

submitted to its cognizant audit agency (such as DCAA).

(E) Part E - Uncompensated Overtime/Standard Work Week Policy

The Offeror shall submit its corporate policy on Uncompensated Overtime or "standard" work weeks that exceed 40 hours per week, if any, for professional employees. The Offerors shall also describe any deviation from its corporate policy in developing direct labor rates for this contract.

(F) Part F - Financial Statements

L.9.6.3 Electronic Submittal of Cost and Pricing Data (Schedule B Format)

The Offeror shall provide one copy of the Section B on standard personal computer 3.5 inch diskettes, formatted to MS-DOS 3.2 or higher, as well as in hard copy form. The exhibit shall be prepared and submitted in LOTUS 1-2-3. The spreadsheets shall include applicable cost inputs and formulas to calculate each factored cost. All arithmetic calculations performed shall be included in the spreadsheet cells as formulas, so that rates/factors applied and calculations performed can be verified. Part 1, Section B shall be prepared and submitted in WORDPERFECT 5.x or 6.x format. Each exhibit shall be an individual file.

L.9.6.4 Evaluation

The offeror's Price Proposal will be evaluated in accordance with FAR 15.805-2, Price Analysis. The price evaluation will be based on the Government-estimated quantities of hours and material costs. See Section M.

L.9.7 VOLUME IV ORGANIZATIONAL CONFLICTS OF INTEREST (COI) ISSUES

(A) Part A - Disclosure Statement for Organizational Conflicts of Interest:

- (1) The Section K provision, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify that it is not aware of any potential organizational conflict of interest (COI). If the offeror is aware of any potential COI, the offeror is required by Section L, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) to provide with its proposal a disclosure statement describing all relevant information concerning any present or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational COI.
- (2) The Agency has determined that work under EPA's existing Primary Support Contract (#68-W2-0025), Telecommunications Support Contract (#68-W2-0013), Mission Oriented Systems Engineering Support Contract (#68-W1-0055) and the Information Technology and Architectural Support Contract (#68-68-W5-0034) [hereafter referred to as the incumbent contracts] has the potential to create significant COI's if this contract is awarded to an incumbent prime contractor, its teaming partner(s), or its subcontractor. Significant potential COI's also could arise if an incumbent prime contractor, teaming partner or subcontractor is proposed as a teaming partner or subcontractor on this contract or if the incumbent teaming partner were to receive award of either of the recompetes under RFP #W6-01685-A3, RFP #W6-01687-A3, RFP #W6-02257-A3 and/or RFP #W6-01948-A3. (See following subparagraphs for required disclosure information.)

- (3) The disclosure statement must evaluate the actual and potential organizational COIs of the offeror's entire corporate organization, including parent companies, affiliates, subsidiaries, joint ventures, partnerships and other business relationships. With respect to work ordered under an incumbent contract during the past three years, the disclosure statement must identify and discuss a) systems developed for the EPA; b) studies/recommendations with respect to policies and procedures for the operation and maintenance of application systems; c) studies, recommendations, and analyses with respect to systems design and development methodologies; d) studies/recommendations with respect to revising, enhancing or redeploying mainframe or LAN-based application systems; e) studies/recommendations with respect to hardware and software systems used with EPA computing facilities; f) AAS studies/analyses; g) applications or general purpose software systems designed and developed for EPA; and h) studies/recommendations with respect to modifying or enhancing existing operations policies and procedures. Finally, the disclosure statement shall describe the measures the offeror proposes to take, prior to and/or after contract award, to avoid, mitigate or neutralize any actual or potential organizational COI.
- (4) The Agency will evaluate the adequacy of the offeror's plan for avoiding, mitigating, or neutralizing actual and potential conflicts described in the disclosure statement. This portion of the proposal will be given a rating of Acceptable or Unacceptable (see also, section M). If the offeror's COI plan is unacceptable and the proposal is included in the competitive range, the Contracting Officer will advise the offeror of the unacceptable elements of its proposed COI plan; the offeror will be given an opportunity to address the unacceptable elements in a supplemental written response.
- (5) The purpose of requiring the information covered by paragraph (3) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational COI of individual offerors prior to award. The Agency recognizes that there exists a need for companies to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is gained through provision of consulting or related technical services to individual members in the information technology community. Accordingly, the fact that an offeror has, or plans to work for entities in the information technology community will not necessarily disqualify the offeror for consideration for an award on the basis of actual or potential COI. There is concern, however, that the presence of organizational COI could impair the selected contractor's objectivity and impartiality during performance of the contract, and adversely affect the contractor's ability to render impartial assistance to the Government and objectively perform the contract work.

(B) Part B - Conflicts of Interest Plan (COI Plan)

(1) Purpose

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize or mitigate actual, apparent and potential contractor Conflicts of Interest (COI). To accomplish this, contractors are required to have a COI Plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI Plan.

(2) COI Plan

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize or mitigate a COI whenever a conflict is identified.

The plan will be evaluated and approved by the EPA Contracting Officer if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date and applicable CO for any previously approved plan.

(3) Minimum Standards for EPA Contractor's COI Plans

(a) Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries and sister companies, etc. Generally, this need not exceed three corporate tiers unless a relationship exists beyond three tiers that would potentially create a conflict. In such case, relationships beyond three tiers shall also be included. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI, including a summary of a contractor's primary and/or environmental business functions and activities.

(b) Searching and Identifying COI

The COI Plan shall describe when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The search shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as company records cover.

(c) Data Base

The COI Plan shall contain a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however the data base shall contain, at a minimum, the following information and capabilities:

- (i) a list of the company past and public clients;
- (ii) a description of the type(s) of work that was performed and any other pertinent information;
- (iii) a list of the past sites (when applicable) a contractor has worked on;
- (iv) a list of site names(s) (when applicable) related to any work performed;
- (v) the ability to search and retrieve the information in the data base; and
- (vi) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

(d) Personal Certification

At a minimum, the COI Plan shall require all employees of the company performing work under an EPA Superfund and/or non-superfund contract to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under any EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company COI Plan and procedures. Employee certifications shall be retained by the company and shall be made available to the Contracting Officer immediately upon request.

(e) Task Order (TO), Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its TO/WA/TDD/DO certification within 20 days of receipt of the work from EPA.

(f) Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at the middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations (e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts).

The plan shall clearly identify the process that is required when notifying EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

(g) Training

The COI Plan shall require all employees of the company to receive basic COI training and COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

(h) Subcontractors COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting requests for approval.

(4) Submission and Evaluation of Organizational Conflicts of Interest Plan

Offerors shall submit, along with their technical proposal, an Organizational Conflict of Interest Plan

which outlines procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in Section L.9.7.(B)(3)-- entitled MINIMUM STANDARDS FOR EPA CONTRACTOR'S COI PLANS. The minimum standards set forth the criteria which offeror's COI plans must meet in order to be acceptable to the Agency.

The COI Plan shall be negotiated within the time specified by the Contracting Officer and incorporated into any resulting contract. The plan shall be evaluated in accordance with the criteria set forth in section M.6--EVALUATION OF CONFLICTS OF INTEREST PLAN.

L.10 KEY PERSONNEL INDIVIDUAL VIDEOTAPED QUESTION AND ANSWER SESSIONS

In the individual Q&A sessions of key personnel, which will be held only for those firms determined to be in the competitive range, questions will be posed separately and privately to each member of the offeror's team (i.e. the Program Manager and key personnel proposed). The only people in the evaluation room will be the team member being evaluated, the EPA Contracting Officer, EPA's Technical Evaluation Panel (TEP), and other EPA employees assisting the TEP. Each member of the offeror's team will be handed three written questions designed to test his/her technical and managerial expertise in the applicable area(s). Five minutes of preparation will be allowed for each question. The answer to each question shall be delivered orally in less than 5 minutes. EPA will arrange for the video- and audio-taping of all the individual sessions at an EPA location at RTP, NC or Washington, DC. Only the content, not the style, of the oral presentations will be evaluated.

L.11 TEAM VIDEOTAPED QUESTION AND ANSWER SESSION

The Team Video-Taped Question and Answer (Q&A) Session will be held on the same day and at the same place after the key personnel individual videotaped question and answer sessions discussed in L.10 above. EPA will arrange for the video- and audio- taping of the entire session.

In the team Q&A session the entire team (i.e. the Program Manager and key personnel proposed) will be given two written questions designed to evaluate their ability to pool their expertise in various relevant disciplines and perform and communicate as a team. The team will then be given one hour to discuss the questions and formulate its answers. This one-hour response-formulation time will not be recorded. The only people in the evaluation room will be the team being evaluated, the EPA Contracting Officer, EPA's Technical Evaluation Panel (TEP), and other EPA employees assisting the TEP. No communication with anyone outside the evaluation room will be permitted. At the end of the hour, the team will present its answers orally. Thirty (30) minutes will be allowed for each answer. The presentation will be video- and audio-taped. Only the content, not the style, of the oral presentations will be evaluated.

L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the Contracting Officer. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.13 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP

52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.14 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the amounts specified for ODCs in Section B.1 "Fixed Rates for Services" for each period of performance.

The Government's estimate of Other Direct Costs includes task-order specific expenses such as travel (not including local); training; functional experts; Contractor purchase of software, maintenance, telecommunications services, and supplies and materials; and general expenses such as rent for Contractor site facilities; and payment for utilities. Offerors are cautioned not to duplicate these expenses in other cost components in their price proposals. Training costs to be charged as ODCs must be approved in advance by the Contracting Officer. Offerors are reminded that purchase of software or any other supplies or materials may be billed as ODCs only if they are in fact for direct use on this particular contract. Offerors are further reminded that costs for items such as tissue paper, toilet paper, plants and other items appropriately billed as administrative or overhead/indirect elements are not considered ODCs for the purpose of this contract.

L.15 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will apply proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract.

L.16 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-009.

L.17 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.1(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

L.18 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and some or all of its employees while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and EPAAR 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

L.19 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

L.20 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 365 days after the required date for receipt of proposals. The date for receipt of proposals is June 24, 1997.

L.21 NUMBER OF AWARDS

The Government anticipates awarding one contract resulting from this solicitation.

L.22 EXPENSES RELATED TO RESPONDING TO SOLICITATION

All expenses incurred by the offeror in responding to this solicitation including, but not limited to, preparing and submitting proposals; visiting the Government site for presentations, question and answer sessions, and negotiations; and acquiring or contracting for any services, shall be the responsibility of the offeror. This solicitation does not commit the Government to pay the offeror any costs for responding to this solicitation.

L.23 DISPOSITION OF PROPOSALS

Proposals will not be returned, except for timely withdrawals.

L.24 LIMITATION ON OFFEROR'S ELIGIBILITY FOR AWARD

(a) An offeror shall not remain eligible for an award under this solicitation RFP# W6-01687-A3 "Washington, D.C. Metropolitan Area Telecommunications and Computing Services" (operations and maintenance services) and/or RFP #W6-01685-A3 "National Telecommunications and Computing Services" (operations and maintenance services), if:

(1) It is selected for a contract award under RFP #W6-01948-A3 "Mission Oriented Systems Engineering Support" (systems design/development/implementation services) or RFP # W6-02257-A3 "Information Technology and Architectural Support" (advisory and assistance services). Contractors, however, may submit proposals for all of these solicitations at their own risk and with the express knowledge that they cannot be awarded more than one type of services contract (i.e., operations and maintenance, systems design/development/implementation and advisory and assistance services) under these solicitations. Contractors can receive an award under RFP #W6-01685-A3 and/or RFP #W6-01687-A3, but not RFP #W6-01948-A3 or W6-02257-A3 and vice versa.

Note: The same limitation applies to the prime contractor's team member(s) and subcontractor(s).

L.25 TIME, DATE, PLACE, AND SUBMISSION OF PROPOSALS

(a) ADDRESS - Proposals shall be sent to the Contracting Officer at the following address:

<u>Hand Carried/Courier Address</u>	<u>U.S. Mail Only</u>
Environmental Protection Agency	Environmental Protection Agency
ATTN:Bonnie L. Brandon	ATTN:Bonnie L. Brandon
Contracting Officer	Contracting Officer
BID/PROPOSAL ROOM, 3rd Floor	BID/PROPOSAL ROOM (3803F)
499 South Capitol St., SW	401 M Street, S.W.
Washington, DC 20003	Washington, DC 20460

(b) TIME AND DATE

(1) VOLUME I, OFFER AND OTHER DOCUMENTS; VOLUME II, WRITTEN TECHNICAL PROPOSAL AND ASSOCIATED ELEMENTS; VOLUME III, PRICE PROPOSAL; and VOLUME IV COI Issues (COI Plan and Disclosure Statement) must be received by the Contracting Officer NO LATER THAN 1:00 P.M. EDT on June 24, 1997.

L.26 REFERENCE MATERIAL

A CD-ROM disc, titled "EPADOC CD-ROM Version 1.7" containing a variety of U.S. Environmental Protection Agency (EPA) documents -including major environmental laws, various Enterprise Technology Services Division (ETSD) operating policies, procedures, and guidelines, and Information Technology (IT) architecture papers and documents - is available upon request from the Contracting Officer.

This CD-ROM disc is not intended to be a comprehensive package of all documents or guidelines the contractor will have to follow during the Period of Performance. Rather, these documents are intended to provide information that may be helpful in understanding the ETSD operating environment. Specific documents, guidelines, policies, etc., that the contractor shall use, or adhere to, will be specified in individual Task Orders.

The documentation referenced in this clause are included in EPA's EPADOC CD-ROM, a copy of which may be obtained by sending an electronic mail or facsimile request to Bonnie Brandon, the Contracting Officer (Email Address: brandon.bonnie @ epamail.epa.gov - Fax: (202) 260-9930).

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5)(JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 BASIS FOR AWARD

(a) **Award Selection:** The Government will award the contract to the offeror whose proposal meets the requirements of this solicitation and provides the greatest overall value to the government, technical and price factors considered. The technical evaluation factors and the manner in which they will be evaluated are described in M.3 below. The price evaluation methodology is described in M.4. For the purpose of this evaluation, the term "proposal" includes the offeror's technical proposal (written and oral) and price proposal. The technical evaluation will be based on 1) information contained in the corporate experience questionnaires, 2) the information regarding past performance, 3) the written technical proposal, 4) a video-taped question and answer session with the program manager and key personnel and 5) a video-taped team question and answer session in which the program manager and key personnel will provide answers to two questions designed to evaluate their ability to pool their expertise in various disciplines and perform and communicate as a team.

(b) **Order of Importance:** The technical factor is more important than the price factor. The Government reserves the right to award the contract to other than the low offeror based on technical superiority.

M.3 TECHNICAL PROPOSAL EVALUATION

M.3.1 TECHNICAL PROPOSAL EVALUATION FACTORS

The evaluation will be carried out in two stages: 1) A PASS/FAIL evaluation of the offerors previous corporate experience in performing work similar in scope and size to that outlined in this solicitation, 2) a scored evaluation of corporate experience in specific functional areas. The process for carrying out each of these scored evaluations is described below.

EPA will add up the scores obtained through the three evaluation processes discussed herein below to get the Total Technical Proposal Evaluation Score for each offeror. The highest Total Technical Proposal Evaluation Score an offeror can achieve is 100.

As mentioned in M.2 (a) above, offeror will be evaluated on information gathered from the corporate experience questionnaires, the past performance questionnaires, the written technical proposal, and two video taped sessions involving the program manager and the key personnel. Specifically, the technical proposal evaluation process will be scored using the following criteria:

PHASE I - Mandatory Corporate Experience	PASS/FAIL
PHASE II - Technical Evaluation Sub-factor	MAXIMUM POSSIBLE SCORE
Specific Corporate Experience	20
Past Performance	20
Written Technical Proposal	20

Key Personnel Questions and Answers	20
Team Question and Answers	20
TOTAL	100

M.3.2 MANDATORY PREVIOUS CORPORATE EXPERIENCE(PASS/FAIL)

Offeror shall have served as a Prime Contractor on at least three (3) Information Technology (IT) support services contracts providing technical support similar to those outlined in this solicitation. Each of these contracts shall have a duration of at least two years and each shall average over \$5 million in billed labor costs annually since January 1, 1991.

M.3.3 SPECIFIC CORPORATE EXPERIENCE 20 Points

The offeror's (including teaming partners and/or subcontractors) corporate experience in performing work similar to that expected to be performed under this solicitation will be evaluated. Where the offeror intends to utilize subcontractors to perform in the specific areas listed below, the offeror shall submit information on the corporate experience of those subcontractors, as well as the offeror's own corporate experience. Specifically, the offeror's experience in the following areas will be evaluated:

- 3.3.1 The offeror's experience in providing implementation planning, design, technical assessment, installation, maintenance and system administration in each of the environments described in 3.3.1 a through 3.3.1.c (6 Points)
 - 3.3.1.a Token-Ring and Ethernet Local Area Networks(LANs), under Novell NetWare and DEC Pathworks respectively, in a Metropolitan Area Network environment with high-speed connections to a national network.
 - 3.3.1.b ISDN and digital PBX voice environment with 2500 or more stations..
 - 3.3.1.c Voice processing environment with 1500 or more active voice mail boxes and multiple voice processing applications..
- 3.3.2 The offeror's experience operating a large Information Center, serving 2,500 or more users and providing services covering **each** of the areas described in 3.3.2.a through 3.3.2.c (3 Points)
 - 3.3.2.a Providing users PC and PC LAN hardware/software problem resolution support.
 - 3.3.2.b Assisting users to gain access to and retrieve data in local and remote computing platforms and databases.
 - 3.3.2.c Developing and deploying/delivering on a routine basis various types of PC- and PC LAN-related training.
- 3.3.3 The offeror's experience operating a PC repair shop and providing PC maintenance services to 2,500 or more users. (2 Points)
- 3.3.4 The offeror's experience providing customer support services that include each of the areas described in 3.3.4.a through 3.3.4.c below. (3 Points)
 - 3.3.4.a Problem management including receiving, recording, assigning, tracking, escalating, resolving, and

closing PC- and PC LAN-related problems.

3.3.4.b Conducting customer satisfaction surveys.

3.3.4.c Maintaining records of hardware/software installation, configuration, maintenance, and upgrades for a user base of 2,500 or more networked and stand-alone PC workstations.

3.3.5 The offeror's experience in performing acquisitions of telecommunication systems and components including large PBXs and voice processing systems; complex cable plant components; servers, bridges, routers and other major equipment elements and software, and specialized subcontract labor for Government and non-Government customers. (3 Points).

3.3.6 The Offeror's experience in providing database and application software support services that include each of the areas described in 3.3.6.a through 3.3.6.c below. (3 points).

3.3.6.a Developing and supporting Lotus Notes applications.

3.3.6.b Developing and supporting Oracle RDBMS databases and applications.

3.3.6.c Enhancing legacy applications for use in the distributed environment.

M.3.4 Past Performance

20 Points

EPA will evaluate Past Performance of an offeror and the offeror's proposed subcontractors on the contracts and subcontracts identified by the offeror in the Past Performance questionnaire (see Section L).

The following subfactors will be used to evaluate past performance of the offeror and the offeror's proposed subcontractors:

- i) quality of product or service;
- ii) timeliness of performance;
- iii) effectiveness of management (including subcontractors, if any);
- iv) compliance with cost estimates; and
- v) customer satisfaction.

Each of these subfactors will be assigned equal weight. The Past Performance questionnaire (see Attachment 3) lists these subfactors and requests the contract customers (identified by the offeror and his proposed subcontractors) to rate contractor performance as it applies to each of the subfactors listed above by selecting one of these performance descriptors: unsatisfactory (1), satisfactory (3), exceeded expectations (4), and outstanding (5). The numerals in parentheses represent the score associated with each of the descriptors. The above scoring scheme does not include a score of 2, which will be used only if, after EPA's best attempts (see below), EPA cannot obtain past performance information from the contract customer. As such, a score of 2 will result in a neutral rating. If a customer rates a contractor's performance as either "unsatisfactory" or "outstanding", the questionnaire also requests the customer to include information to support those ratings.

EPA will obtain past performance ratings and other related information in the questionnaire by contacting the offeror's and the offeror's proposed subcontractors' customers by phone. EPA may also use written requests, if telephonic attempts to get the required information do not succeed or if otherwise necessary by EPA. If EPA makes a written request, it will advise the offeror of the same, and will request the offeror's intervention to get the customer to respond in a timely manner. EPA will not continue its efforts to obtain this information if the customer does not respond after three telephonic calls/messages and one written request.

EPA will not request Past Performance information from more than fourteen (14) customers of the team consisting of the offeror and the offeror's proposed subcontractor(s), although the team's past performance references may exceed fourteen in number. If an offeror and the offeror's proposed contractors have performed on more than fourteen contracts in the time period specified, EPA will select fourteen of them for Past Performance determination. The selection process will be influenced by contract value (the larger the value the higher the chances of selection), the need to make the selection representative of the offeror and the offeror's proposed subcontractors, and EPA procurement policy guidelines.

M.3.5 WRITTEN TECHNICAL PROPOSAL

20 Points

The Written Technical Proposal will be evaluated with respect to the following areas. All of the below areas are equal in weight:

- 1) the offeror's understanding of the EPA computing and networking environment and the technology and management issues and complexities involved in providing services under the proposed contract over the next five years;
- 2) the offeror's specific sub-contracting plans (if any) for this contract, including but not limited to the following for each sub-contractor: sub-contractor name, functional area(s) it will support, labor categories that the sub-contractor will provide, the offeror's sub-contractor management approach, number of years left before the current sub-contracting agreement is due for renewal or renegotiation and historical information including, but not limited to the following: number of years the offeror has used the sub-contractor to provide the same services, the value of the relevant sub-contracts, and the total number of applicable sub-contracted person-years;
- 3) the offeror's plans to attract and retain skilled professional staff;
- 4) the offeror's plans and incentives to recruit and retain non-managerial staff of the incumbent contractor;
- 5) the programs that the offeror will implement at the offeror's expense to refresh, enhance, and expand (as appropriate) the skills of its staff;
- 6) the offeror's approach to cost containment;
- 7) the offeror's approach, plans, and procedures for enhancing performance and ensuring high quality deliverables;
- 8) the degree of autonomy that the offeror's on-site Program Manager will have to make decisions and commit resources without approval from the offeror's corporate management; and
- 9) the offeror's plans for ensuring a timely phase-in according to the schedule in Clause C.2.2.8 herein.

M.3.6 KEY PERSONNEL QUESTIONS AND ANSWERS (VIDEO-TAPED) 20 Points

Key personnel will be evaluated on their response to specific technical and managerial questions related to their specific area of expertise and/or area of responsibility. Each response will be evaluated with respect to succinctness, accuracy, and thoroughness as well as presentation. Past experience and/or expertise as noted in submitted resumes may also be validated and/or evaluated.

M.3.7 TEAM QUESTION AND ANSWER SESSIONS (VIDEO-TAPED) 20 Points

The offeror will be evaluated on the team (consisting of the Program Manager and key personnel proposed) response to technical questions designed to evaluate the ability of the team to pool their expertise in various relevant disciplines and perform and communicate its answers to the various questions. The response will be evaluated for its relevance to the question; its coherence; its succinctness; its understanding of the issues involved; its managerial perspective; and the participation, as appropriate by the entire team in delivering the answer.

M.4 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.5 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (SBSDB) SUBCONTRACTING PLAN AND SUBCONTRACTING GOALS EVALUATION FACTORS

If the apparently successful Offeror fails to provide an adequate subcontracting plan, that Offeror shall be ineligible for award.

M.6 EVALUATION OF CONFLICTS OF INTEREST PLAN (COI PLAN)

The Conflicts of interest (COI) Plan as described in the Section L provision entitled "Minimum Standards for EPA Contractors' Conflicts of Interest Plan (COI Plan)" will be evaluated as technically acceptable or not technically acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost proposal or past performance history proposal, an offeror that submits a plan that ultimately is determined to be technically unacceptable after the conclusion of negotiations will not be eligible for contract award.

M.7 ELIGIBILITY REQUIREMENTS FOR AWARD

An offeror shall not remain eligible for award under this solicitation RFP #W6-01687-A3 "Washington, D.C. Metropolitan Area Telecommunications and Computing Services" (operations and maintenance services) and/or RFP #W6-01685-A3 "National Telecommunications and Computing Services" (operations and maintenance services), if:

- (1) It is selected for a contract award under RFP #W6-01948-A3 "Mission Oriented Systems Engineering Support" (systems design/development/implementation services) or RFP #W6-02257-A3 "Information Technology and Architectural Support" (advisory and assistance services). Offerors, however, may submit proposals for all of these solicitations at their own risk and with the express knowledge that they cannot be awarded more than one type of services contract (i.e., operations and maintenance, systems design/development/implementation and advisory and assistance services) under these solicitations. Offerors can receive an award under RFP #W6-01685-A3 and/or RFP #W6-01687-A3, but not RFP #W6-01948-A3 or W6-02257-A3 and vice versa.

Notice to Offerors: Attachments #1, #2, and #3 are available on this web page along with this RFP. They are listed as Attachments #1, #2, and #3 and are available in Adobe/PDF format and WP6.1 format.

**RFP W6-01687-A3
ATTACHMENT #4
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